

INDEX OF CLAUSES FOR NNH11351229R

SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

- B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED
- B.2 OPTION TO EXTEND
- B.3 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT) (GSFC 52.216-90)(APR 2008)
- B.4 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT) (GSFC 52.216-91)(APR 2010)
- B.5 NONPROPOSED COSTS (GSFC 52.216-94)(FEB 1991)
- B.6 ESTIMATED COST INCREASES (GSFC 52.232-94) (DEC 2005)
- B.7 INCENTIVE FEE POOLS
- B.8 INCENTIVE FEE (FAR 52.21-10) (MAR 1997)
- B.9 ESTIMATED COST AND FIXED FEE (1852.216-74)(DEC 1991)
- B.10 ESTIMATED COST AND INCENTIVE FEE (1852.216-84) (OCT 1996)
- B.11 [CORE] ESTIMATED COST AND INCENTIVE FEE (1852.216-84)(OCT 1996)
- B.12 PROVISIONAL PAYMENT OF FEE
- B.13 CONTRACT FUNDING (1852.232-81)(JUN 1990)
- B.14 TECHNICAL PERFORMANCE INCENTIVE

SECTION C--DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- C.1 SCOPE OF WORK
- C.2 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (GSFC 52.227-90)(MAR 2008)

SECTION D—PACKAGING AND MARKING

- D.1 PACKAGING, HANDLING, AND TRANSPORTATION (1852.211-70)(SEP 2005)
- D.2 CLAUSES INCORPORATED BY REFERENCE -- SECTION D

SECTION E--INSPECTION AND ACCEPTANCE

- E.1 INSPECTION OF SUPPLIES—COST-REIMBURSEMENT (52.246-3)(MAY 2001)
- E.2 INSPECTION OF SERVICES--COST-REIMBURSEMENT (52.246-5) (APR 1984)
- E.3 ACCEPTANCE—LOCATION(S) (GSFC 52.246-93)(APR 2008)
- E.4 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)
- E.5 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72)(AUG 2003)
- E.6 CLAUSES INCORPORATED BY REFERENCE—SECTION E

SECTION F--DELIVERIES OR PERFORMANCE

- F.1 STOP-WORK ORDER (52.242-15)(AUG 1989) - Alternate I (APR 1984)
- F.2 F.O.B. DESTINATION (52.247-34) (NOV 1991)
- F.3 PERIOD OF PERFORMANCE
- F.4 PLACE OF PERFORMANCE - SERVICES

INDEX OF CLAUSES FOR NNH11351229R

F.5 CLAUSES INCORPORATED BY REFERENCE -- SECTION F

SECTION G--CONTRACT ADMINISTRATION DATA

- G.1 COMMERCIAL COMPUTER SOFTWARE – LICENSING 1852.227-86 (DEC 1987)
- G.2 TRAVEL OUTSIDE OF THE UNITED STATES (1852.242-71)(DEC 1988)
- G.3 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73)(NOV 2004)
- G.4 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS
- G.5 CONTRACTOR USE OF HQ LIBRARY
- G.6 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(DEC 2007)
- G.7 ADVANCE AGREEMENT BETWEEN THE PARTIES: REQUIREMENT TO PROVIDE CONTRACT HISTORICAL DATA (GSFC 52.242-91) (MAR 2011)
- G.8 PROPERTY CLAUSE APPLICABILITY—ON-SITE AND OFF-SITE (GSFC 52.245-96) (MAR 2011)
- G.9 PAYMENT OF FIXED FEE (1852.216-75) (DEC 1988)
- G.10 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87) (MAR 1998)
- G.11 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JUL 1997)
- G.12 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (1852.245-70) (JAN 2011)
- G.13 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (JAN 2011)
- G.14 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73)(JAN 2011)
- G.15 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (1852.245-74) (JAN 2011)
- G.16 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (1852.245-76) (JAN 2011)
- G.17 PHYSICAL INVENTORY OF CAPITAL PROPERTY (1852.245-78) (JAN 2011)
- G.18 OCCUPANCY MANAGEMENT REQUIREMENTS (1852.245-82) (JAN 2011)
- G.19 CLAUSES INCORPORATED BY REFERENCE -- SECTION G

SECTION H--SPECIAL CONTRACT REQUIREMENTS

- H.1 MAJOR BREACH OF SAFETY OR SECURITY (1852.223-75)(FEB 2002)
- H.2 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR
- H.3 GOVERNMENT PREMISES – PHYSICAL AND LOGICAL ACCESS AND COMPLIANCE WITH PROCEDURES (HQ 52.204-99)(JAN 2007)
- H.4 ONSITE CONTRACTOR PERSONNEL - IDENTIFICATION, REPORTING, AND CHECKOUT PROCEDURES (HQ 52.204-98)(JAN 2007)
- H.5 RIGHTS IN DATA (GSFC 52.227-99)(MAR 2008)
- H.6 EXPORT LICENSES (1852.225-70) (FEB 2000)
- H.7 TASK ORDERING PROCEDURE (1852.216-80) (OCT 1996)
- H.8 SAFETY AND HEALTH (1852.223-70) (APR 2002)
- H.9 OBSERVANCE OF LEGAL HOLIDAYS (1852.242-72) (AUG 1992) –

INDEX OF CLAUSES FOR NNH11351229R

Alternate II (OCT 2000)

H.10 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

SECTION I--CONTRACT CLAUSES

- I.1 52.202-1 DEFINITIONS (JUL 2004)
- I.2 52.203-3 GRATUITIES (APR 1984)
- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- I.5 52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)
- I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
- I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
- I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)
- I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)
- I.10 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
- I.11 52.204-2 SECURITY REQUIREMENTS. (AUG 1996)
- I.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- I.13 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
- I.14 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (SEP 2007)
- I.15 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER CONTRACT AWARDS
- I.16 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- I.17 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)
- I.18 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- I.19 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS
- I.20 52.215-13 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATION
- I.21 52.215-14 INTEGRITY OF UNIT PRICES. (OCT 2010)
- I.22 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
- I.23 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
- I.24 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- I.25 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- I.26 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)
- I.27 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002) Fill in:
a(3) 30th
- I.28 52.216-8 FIXED FEE (MAR 1997)

INDEX OF CLAUSES FOR NNH11351229R

I.29	52.216-18 ORDERING (OCT 1995) Fill in: (a) Contract effective date through the end of the Contract period of performance.
I.30	52.216-19 ORDER LIMITATIONS (OCT 1995) Fill in: (a) \$10,000; (b)(1) \$20,000,000; (b)(2) \$20,000,000, (b)(3) 3 calendar; (d) 3 calendar
I.31	52.216-22 INDEFINITE QUANTITY (OCT 1995)
I.32	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) Fill in: 30 days of the Contract end date.
I.33	52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) Fill in: (a) 30 days of the Contract end date; 60 days; (c) 5 years
I.34	52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
I.35	52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)
I.36	52.219-14 LIMITATIONS ON SUBCONTRACTING
I.37	52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)
I.38	52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
I.39	52.222-3 CONVICT LABOR. (JUN 2003)
I.40	52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES. (JUL 2010)
I.41	52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)
I.42	52.222-26 EQUAL OPPORTUNITY. (MAR 2007)
I.43	52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)
I.44	52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
I.45	52.222-37 EMPLOYMENT REPORTS ON VETERANS. (SEP 2010)
I.46	52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)
I.47	52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (AUG 2003)
I.48	52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)
I.49	52.223-10 WASTE REDUCTION PROGRAM. (AUG 2000)
I.50	52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)
I.51	52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING. (SEP 2010)
I.52	52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)
I.53	52.224-2 PRIVACY ACT. (APR 1984)
I.54	52.225-1 BUY AMERICAN ACT - SUPPLIES. (FEB 2009)
I.55	52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
I.56	52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)
I.57	52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)
I.58	52.227-3 PATENT INDEMNITY (APR 1984) - ALTERNATE I (APR 1984)
I.59	52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (DEC 2007)
I.60	52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007)
I.61	52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
I.62	52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)
I.63	52.232-17 INTEREST. (OCT 2010)
I.64	52.232-18 AVAILABILITY OF FUNDS. (APR 1984)
I.65	52.232-22 LIMITATION OF FUNDS. (APR 1984)
I.66	52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

INDEX OF CLAUSES FOR NNH11351229R

I.67	52.232-25 PROMPT PAYMENT. (OCT 2008) -- ALTERNATE I (FEB 2002)
I.68	52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)
I.69	52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)
I.70	52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)
I.71	52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
I.72	52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)
I.73	52.237-3 CONTINUITY OF SERVICES. (JAN 1991)
I.74	52.239-1 PRIVACY OR SECURITY SAFEGUARDS. (AUG 1996)
I.75	52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)
I.76	52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)
I.77	52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)
I.78	52.242-13 BANKRUPTCY. (JUL 1995)
I.79	52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) – LTERNATE II (APR 1984)
I.80	52.244-2 SUBCONTRACTS (OCT 2010)
I.81	52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)
I.82	52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2010) ALTERNATE I (JUN 2010)
I.83	52.245-1 GOVERNMENT PROPERTY (AUG 2010)
I.84	52.245-9 USE AND CHARGES (AUG 2010)
I.85	52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
I.86	52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
I.87	52.248-1 VALUE ENGINEERING. (OCT 2010)
I.88	52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)
I.89	52.249-14 EXCUSABLE DELAYS (APR 1984)
I.90	52.251-1 GOVERNMENT SUPPLY SOURCES. (AUG 2010)
I.91	52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)
I.92	1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS. (JUN 2001)
I.93	1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE. (MAR 1996)
I.94	1852.227-14 RIGHTS IN DATA - GENERAL.
I.95	1852.227-19 COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS
I.96	1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)
I.97	1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)
I.98	1852.243-71 SHARED SAVINGS. (MAR 1997)
I.99	52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003)(DEVIATION)
I.100	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (52.247-67) (FEB 2006)
I.101	CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)
I.102	AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)
I.103	SECURITY CLASSIFICATION REQUIREMENTS (1852.204-75) (SEP 1989)
I.104	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES 1852.204-76 (JAN 2011)
I.105	OMBUDSMAN (1852.215-84) (OCT 2003) -- ALTERNATE I (JUN 2000)

INDEX OF CLAUSES FOR NNH11351229R

- I.106 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)
- I.107 ACCESS TO SENSITIVE INFORMATION (1852.237-72) (JUN 2005)
- I.108 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUN 2005)
- I.109 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION) (52.222-99)
- I.110 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (52.209-8)(JAN 2011)
- I.111 CLAUSES INCORPORATED BY REFERENCE -- SECTION I

SECTION J -- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

- J.1 LIST OF ATTACHMENTS

SECTION K -- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

- K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) (JAN 2011)
- K.2 INFORMATION REGARDING RESPONSIBILITY MATTERS (52.209-7)(APR 2010)
- K.3 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (52.227-15)(DEC 2007)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- L.1 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)
- L.2 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)
- L.3 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
- L.4 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 2009)
- L.5 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
- L.6 52.237-1 SITE VISIT (APR 1984)
- L.7 ~~RESERVED REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA (52.215-20) (OCT 2010)~~
- L.8 TYPE OF CONTRACT (52.216-1) (APR 1984)
- L.9 SERVICE OF PROTEST (52.233-2) (SEP 2006)
- L.10 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1) (FEB 1998)
- L.11 AUTHORIZED DEVIATIONS IN PROVISIONS (52.252-5) (APR 1984)
- L.12 SAFETY AND HEALTH PLAN (1852.223-73) (NOV 2004)
- L.13 DETERMINATION OF COMPENSATION REASONABLENESS (1852.231-71) (MAR 1994)
- L.14 PROTESTS TO NASA (1852.233-70) (OCT 2002)
- L.15 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (1852.245-80) (DEVIATION) (SEP 2007)
- L.16 LIST OF AVAILABLE GOVERNMENT PROPERTY (1852.245-81) (JAN 2011)

INDEX OF CLAUSES FOR NNH11351229R

- L.17 PROVISIONS INCORPORATED BY REFERENCE -- SECTION L
- L.18 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC 52.215-96)
- L.19 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (ORAL PROPOSALS) (AUG 2009)
- L.20 OFFER VOLUME
- L.21 ORAL MANAGEMENT APPROACH PROPOSAL PRESENTATION INSTRUCTIONS
- L.22 MISSION SUITABILITY PROPOSAL INSTRUCTIONS (COMPETITIVE) (OCT 2010)
- L.23 COST VOLUME (NOV 2010)
- L.24 PAST PERFORMANCE VOLUME (SEP 2010)
- L.25 PROPOSAL MARKING AND DELIVERY (JAN 2010)
- L.26 PROPOSAL--DELIVER UNOPENED

SECTION M – EVALUATION FACTORS FOR AWARD

- M.1 PROSPECTIVE CONTRACTOR RESPONSIBILITY
- M.2 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL (JUL 2009)
- M.3 SUBCONTRACTING ARRANGEMENT INFORMATION
- M.4 MISSION SUITABILITY FACTOR (OCT 2010)
- M.5 COST EVALUATION FACTOR (Jul 2009)
- M.6 PAST PERFORMANCE EVALUATION FACTOR (NOV 2010)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the Contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in clause C.1 and the following deliverables.

Item	Description	Reference	Schedule
1	Services in accordance with the Performance Work Statement (PWS) and Task Orders Issued	As defined in PWS and individual task orders issued	As specified in each task order
2	Task Order Deliverables/Reports	As defined in individual task orders issued.	As specified in each task order
3	NASA Financial Management Reports	See Clause G.6	Monthly (NLT 10 th working day of the month after the month being reported) Quarterly (NLT 15 th working day preceding the quarter being reported)
4	NF1018 – NASA Property in the Custody of Contractors	See Clause G.14	Annual Report due no later than October 15; Final Report within 30 days after disposition of all property subject to reporting.
5	Request for Government Property	See Clause G.12	At least 30 days prior to date item to authorized, acquired or begin fabrication
6	DD Form 1149, Requisition and Invoice/Shipping Document	See Clause G.13	NLT 5 working days after receipt of the property
7	Safety & Health Reporting	See Clauses H.8	Corrective Actions as required
8	Task Plans	See Clauses B.4 and H.7	Within 14 calendar days of receipt of request for Task Plan
9	Personal Identity Verification (PIV) Documentation and PIV System Reporting	See Clauses H.4 and I.14	Notify COTR of Contractor's designated PIV requestor within 15 days after Contract award
10	Organizational Conflicts of Interest Avoidance Plan	See Clause I.108	To be submitted within 30 days of award
11	IT Security Management Plan	See Clause I.104	To be submitted within 30 days of award
12	Notification of Estimated Cost Increases	See Clause B.6	As soon as possible, but NLT 115 days before the incurred costs are expected to exceed the estimated cost.
13	New Technology Reporting	See Clause G.11	When applicable

(End of text)

B.2 OPTION TO EXTEND

In accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" of this Contract, the

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

Contracting officer may exercise the following option by issuance of a unilateral Contract modification. Options exercised shall be in accordance with the following:

Option	Period	Amount																
1	12 months after the Contract effective date and ends 12 months thereafter	<p>Target Cost: \$TBP Target Fee: \$TBP</p> <p>Minimum Fee: \$TBP Maximum Fee: \$TBP</p> <p>The cost sharing for cost underruns is:</p> <p>Government 80 percent Contractor 20 percent</p> <p>The cost sharing for cost overruns is:</p> <p>Government 80 percent Contractor 20 percent</p> <p><u>FEE*</u></p> <table><tr><td></td><td>Min</td><td>Target</td><td>Maximum</td></tr><tr><td>Incentive Fee Pool</td><td></td><td></td><td></td></tr><tr><td>Cost</td><td>\$TBP</td><td>\$TBP</td><td>\$TBP</td></tr><tr><td>Technical</td><td>\$TBP</td><td>\$TBP</td><td>\$TBP</td></tr></table>		Min	Target	Maximum	Incentive Fee Pool				Cost	\$TBP	\$TBP	\$TBP	Technical	\$TBP	\$TBP	\$TBP
	Min	Target	Maximum															
Incentive Fee Pool																		
Cost	\$TBP	\$TBP	\$TBP															
Technical	\$TBP	\$TBP	\$TBP															
2	24 months after the Contract effective date and ends 12 months thereafter	<p>Target Cost: \$TBP Target Fee: \$TBP</p> <p>Minimum Fee: \$TBP Maximum Fee: \$TBP</p> <p>The cost sharing for cost underruns is:</p> <p>Government 80 percent Contractor 20 percent</p> <p>The cost sharing for cost overruns is:</p> <p>Government 80 percent Contractor 20 percent</p> <p><u>FEE*</u></p> <table><tr><td></td><td>Min</td><td>Target</td><td>Maximum</td></tr><tr><td>Incentive Fee Pool</td><td></td><td></td><td></td></tr><tr><td>Cost</td><td>\$TBP</td><td>\$TBP</td><td>\$TBP</td></tr><tr><td>Technical</td><td>\$TBP</td><td>\$TBP</td><td>\$TBP</td></tr></table>		Min	Target	Maximum	Incentive Fee Pool				Cost	\$TBP	\$TBP	\$TBP	Technical	\$TBP	\$TBP	\$TBP
	Min	Target	Maximum															
Incentive Fee Pool																		
Cost	\$TBP	\$TBP	\$TBP															
Technical	\$TBP	\$TBP	\$TBP															

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

3	36 months after the Contract effective date and ends 12 months thereafter	<p>Target Cost: \$TBP Target Fee: \$TBP</p> <p>Minimum Fee: \$TBP Maximum Fee: \$TBP</p> <p>The cost sharing for cost underruns is:</p> <p>Government 80 percent Contractor 20 percent</p> <p>The cost sharing for cost overruns is:</p> <p>Government 80 percent Contractor 20 percent</p> <p><u>FEE*</u></p> <table><tr><td></td><td>Min</td><td>Target</td><td>Maximum</td></tr><tr><td>Incentive Fee Pool</td><td></td><td></td><td></td></tr><tr><td>Cost</td><td>\$TBP</td><td>\$TBP</td><td>\$TBP</td></tr><tr><td>Technical</td><td>\$TBP</td><td>\$TBP</td><td>\$TBP</td></tr></table>		Min	Target	Maximum	Incentive Fee Pool				Cost	\$TBP	\$TBP	\$TBP	Technical	\$TBP	\$TBP	\$TBP
	Min	Target	Maximum															
Incentive Fee Pool																		
Cost	\$TBP	\$TBP	\$TBP															
Technical	\$TBP	\$TBP	\$TBP															
4	48 months after the Contract effective date and ends 12 months thereafter	<p>Target Cost: \$TBP Target Fee: \$TBP</p> <p>Minimum Fee: \$TBP Maximum Fee: \$TBP</p> <p>The cost sharing for cost underruns is:</p> <p>Government 80 percent Contractor 20 percent</p> <p>The cost sharing for cost overruns is:</p> <p>Government 80 percent Contractor 20 percent</p> <p><u>FEE*</u></p> <table><tr><td></td><td>Min</td><td>Target</td><td>Maximum</td></tr><tr><td>Incentive Fee Pool</td><td></td><td></td><td></td></tr><tr><td>Cost</td><td>\$TBP</td><td>\$TBP</td><td>\$TBP</td></tr><tr><td>Technical</td><td>\$TBP</td><td>\$TBP</td><td>\$TBP</td></tr></table>		Min	Target	Maximum	Incentive Fee Pool				Cost	\$TBP	\$TBP	\$TBP	Technical	\$TBP	\$TBP	\$TBP
	Min	Target	Maximum															
Incentive Fee Pool																		
Cost	\$TBP	\$TBP	\$TBP															
Technical	\$TBP	\$TBP	\$TBP															

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

***NOTE: In accordance with Attachment K, Cost pool shall be 30% and Technical pool shall be 70% of the incentive fee proposed in Clause B.11.**

(End of text)

B.3 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT)(GSFC 52.216-90) (APR 2008)

NOTE: The following applies only to the IDIQ portion of the Contract

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this Contract is **\$10,000**. The maximum amount of supplies or services that may be ordered during the effective period of this Contract is **\$97,000,000**. All orders placed under this Contract will be applied to the minimum and maximum specified in this paragraph.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this Contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing Contract authority, such as the Changes clause.

(e) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed **0%** of the original maximum amount.

(End of clause)

B.4 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT) (GSFC 52.216-91) (APR 2010)

NOTE: The following applies only to the IDIQ portion of the Contract.

(a) When the Government issues a request for a “task plan” to the Contractor in accordance with the Clause entitled “Task Ordering Procedure” of this Contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor and indirect cost rates, which may be less than but shall not exceed the rates found in Attachment B, to calculate the proposed estimated costs for all task orders issued in accordance with the “Task Ordering Procedure” clause of this Contract.

(b) The Contractor’s proposed approach/pricing of the representative tasks set forth in its proposal for award of this Contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this Contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

(c) The Government and Contractor agree that the incentive fee percentages and share ratios specified in **Clause B.10 and Attachment B** shall be used to calculate the target, minimum, and maximum incentives fees and determine the incentive fees earned on all Cost-Plus-Incentive-Fee task orders issued in accordance with the “Task Ordering Procedure” clause of this Contract.

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

(d) The Government and Contractor agree that the fixed fee percentage specified in **Attachment B** shall be used to calculate the fixed fee dollars on all Cost-Plus-Fixed-Fee task orders issued in accordance with the “Task Ordering Procedure” clause of this Contract.

(End of clause)

B.5 NONPROPOSED COSTS (GSFC 52.216-94) (FEB 1991)

NOTE: The following applies only to the Core portion of the Contract.

(a) The total estimated cost of the “Core” portion of this Contract includes the following estimated non-proposed costs:

Cost Element	Basic	Option 1	Option 2	Option 3	Option 4
Travel	\$130,000	\$133,900	\$137,917	\$142,055	\$146,316
Training	95,000	97,850	100,786	103,809	106,923
Maint. Agreements	850,000	875,500	901,765	928,818	956,682
HITSS Catalog Purch	200,000	206,000	212,180	218,545	225,102
Life Cycle Refresh	700,000	721,000	742,630	764,909	787,856
Tactical Plan	1,000,000	1,030,000	1,060,900	1,092,727	1,125,509
Miscellaneous	290,000	298,700	307,661	316,891	326,398

*Note: Miscellaneous ODCs are included as Nonproposed Costs in the amounts listed above, and cover required expenditures for information technology tools and peripheral services that are required to execute the core requirement. Examples include software products, cabling, mobile communications, and periodic temporary support.

(b) These costs are the Government’s best estimate of what the actuals will be. There will be no adjustment in the fee(s) of the Contract should the actuals be different than these estimates, unless additional effort is added to the Contract or there is a change to the Contract under the Changes clause of this Contract which impacts these estimates.

(End of clause)

B.6 ESTIMATED COST INCREASES (GSFC 52.232-94) (DEC 2005)

(a) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this Contract, or any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this Contract or in the task order. Notification shall not be delayed pending preparation of a proposal.

(b) A proposal is required to support a request for an increase in the estimated cost of the Contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(c)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurring costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

(2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

B.7 INCENTIVE FEE POOLS

NOTE: The following applies to the Core portion of the Contract.

Minimum, Target and Maximum fees for each fee pool, Cost and Technical, described in Attachment K (Incentive Fee Plan) are:

Pool	FEE		
	Minimum	Target	Maximum
Cost	\$TBP	\$TBP	\$TBP
Technical	\$TBP	\$TBP	\$TBP
Total	\$TBP	\$TBP	\$TBP

(Offeror shall fill-in. Note that in accordance with Attachment K, Cost pool shall be 30% and Technical pool shall be 70% of each of the incentive fees (Minimum, Target, and Maximum) proposed in Clause B.11.)

(End of text)

B.8 INCENTIVE FEE (FAR 52.216-10) (MAR 1997)

(a) *General.* The Government shall pay the Contractor for performing this Contract a fee determined as provided in this Contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the Contract is modified in accordance with paragraph (d) of this clause.

(1) “Target cost,” as used in this Contract, means the estimated cost of this Contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) “Target fee,” as used in this Contract, means the fee initially negotiated on the assumption that this Contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.* Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government’s interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this Contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this Contract, provided the Contractor has satisfied all other Contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years’ settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this Contract based on the Contractor’s past performance related to the submission and settlement of final indirect cost rate proposals.

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

(d) *Equitable adjustments.* When the work under this Contract is increased or decreased by a modification to this Contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this Contract.

(e) Fee payable.

(1) The fee payable under this Contract shall be the target fee increased by 20 cents for every dollar that the total allowable cost is less than the target cost or decreased by 20 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than *TBP percent or less than TBP percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of—

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this Contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this Contract.

(4) For the purpose of fee adjustment, “total allowable cost” shall not include allowable costs arising out of—

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor’s being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor’s involvement in litigation as required by the Contracting Officer pursuant to a clause of this Contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the Contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in “total allowable cost” for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this Contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this Contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this Contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.9 ESTIMATED COST AND FIXED FEE (1852.216-74) (DEC 1991)

NOTE: The following applies only to CPFF task orders issued under the IDIQ portion of the Contract.

The estimated cost is to be negotiated under the individual CPFF orders issued under this Contract, exclusive of the fixed fee, which is also to be negotiated under the individual CPFF orders issued under this Contract. The total estimated cost and fixed fee is to be negotiated under the individual CPFF orders issued under this Contract.

(End of clause)

B.10 ESTIMATED COST AND INCENTIVE FEE (1852.216-84) (OCT 1996)

NOTE: The following applies only to CPIF task orders issued under the IDIQ portion of the Contract.

The target cost of the CPIF IDIQ portion of this Contract is to be negotiated under the individual CPIF Task Orders issued under this Contract. The target fee of the CPIF IDIQ portion of this Contract is to be negotiated under the individual CPIF Task Orders issued under this Contract. The total target cost and target fee of the IDIQ portion of this Contract as contemplated by the Incentive Fee clause is to be negotiated under the individual CPIF Task Order issued under this contract.

The maximum fee is to be negotiated under the individual CPIF Task Orders issued.

The minimum fee is to be negotiated under the individual CPIF Task Orders issued.

The cost sharing for cost underruns is:

Government 80 percent Contractor 20 percent.

The cost sharing for cost overruns is:

Government 80 percent Contractor 20 percent.

(End of clause)

B.11 ESTIMATED COST AND INCENTIVE FEE (1852.216-84) (OCT 1996)

NOTE: The following applies only to the Core portion of the Contract.

The target cost of the Core portion of this Contract is \$[TBP]. The target fee of the Core portion of this Contract is \$[TBP]. The total target cost and target fee of the Core portion of this Contract as contemplated by the Incentive Fee clause of this Contract are \$[TBP].

The maximum fee is \$[TBP].

The minimum fee is \$[TBP].

The cost sharing for cost underruns is:

Government 80 percent Contractor 20 percent.

The cost sharing for cost overruns is:

Government 80 percent Contractor 20 percent.

(End of clause)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.12 PROVISIONAL PAYMENT OF FEE

The Contractor may bill for provisional payment of the Cost incentive fee pool up to the Cost minimum established in Clause B.7 INCENTIVE FEE POOLS of the Contract. Billings shall be no less than monthly based on the minimum incentive fee of **TBP*%** applied against cost incurred up to the fee reserves specified in Clause B.8, INCENTIVE FEE, paragraph (c).

[*Offeror shall fill-in. Note the TBP percentage shall match the minimum incentive fee percentage proposed in Clause B.8 and used to calculate costs in Clauses B.7 and B.11.]

(End of text)

B.13 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is \$**[TBD]**. This allotment is for the performance of work in accordance with clause B.1 and covers the following estimated period of performance: **[TBD]**

(b) An additional amount of \$**[TBD]** is obligated under this Contract for payment of fee.

(End of clause)

B.14 TECHNICAL PERFORMANCE INCENTIVE

A technical performance incentive applies to the services being delivered under the Core and CPIF task orders issued under this Contract. The Core technical performance incentive will measure Contractor performance against the performance criteria identified in **Attachment K, Incentive Fee Plan**. The Government will assess Contractor performance against the stated performance criteria on a periodic basis, as defined in the Incentive Fee Plan, over the 1 year base period and 4 one-year option periods, if exercised. The technical performance incentive includes a standard performance level where the target fee is earned, a performance level that exceeds the standard where the maximum fee is earned, and a minimum performance level where the minimum fee is earned. The technical performance incentives for CPIF task Orders will be specified under each individual order.

(End of Text)

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the Contract as furnished by the Government) necessary to perform the requirements set forth in the Performance Work Statement (PWS) incorporated in Section J as **Attachment A** and the Contract schedule.

(End of text)

C.2 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (GSFC 52.227-90) (MAR 2008)

In accordance with the delivery requirements of this Contract, all software data rights shall be delivered in accordance with the Rights in Data – General clause, specified elsewhere in this Contract, except for the following:

NONE

(End of clause)

SECTION D – PACKING AND MARKING

D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)

D.2 CLAUSES INCORPORATED BY REFERENCE -- SECTION D

Clause(s) D.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this Contract.

(End of Text)

SECTION E – INSPECTION AND ACCEPTANCE

E.1 52.246-3 INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001)

E.2 52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)

E.3 ACCEPTANCE—LOCATION(S) (GSFC 52.246-93) (APR 2008)

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

<u>Authorized Item</u>	<u>Location</u>	<u>Representative</u>
Clause B.1: Item 1 (Core Services)	NASA Headquarters	Contracting Officer/COTR
Clause B.1: Item 1 (IDIQ Services)	NASA Headquarters	As specified in individual task orders
Clause B.1: Items 3-7 and 9-13	NASA Headquarters	Contracting Officer/COTR
Clause B.1: Items 2 and 8	NASA Headquarters	As specified in individual task orders

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of clause)

E.4 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this Contract for **3 years** after delivery of all items and/or completion of all services called for by the Contract.

(End of clause)

E.5 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (AUG 2003)

(a) At the time of each delivery to the Government under this Contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 3 copies and one (1) original.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The

Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

E.6 CLAUSES INCORPORATED BY REFERENCE -- SECTION E

Clause(s) E.1 – E.3 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this Contract.

SECTION E – INSPECTION AND ACCEPTANCE

(End of Text)

SECTION F – DELIVERIES AND PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER (AUG 1989) - Alternate I (APR 1984)

F.2 52.247-34 F.O.B. DESTINATION (NOV 1991)

F.3 PERIOD OF PERFORMANCE/EFFECTIVE ORDERING PERIOD

The period of performance/effective ordering period of this Contract is from the **effective date of the Contract through 12 months thereafter.**

(End of text)

F.4 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contract shall be performed at the following location(s):

NASA HQs, Washington D.C., Contractor's facility, and any other location deemed necessary by the Government.

(End of text)

F.5 CLAUSES INCORPORATED BY REFERENCE -- SECTION F

Clause(s) F.1 – F.2 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this Contract.

(End of Text)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 1852.227-86 COMMERCIAL COMPUTER SOFTWARE – LICENSING (DEC 1987)

G.2 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)

G.3 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)

G.4 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS

The following personnel are authorized to issue Task Orders under this Contract. All designated personnel are employed by the National Aeronautics and Space Administration (NASA) unless otherwise indicated:

Authorized Ordering Official: **Contracting Officer, 210.H**

(End of Text)

G.5 CONTRACTOR USE OF HQ LIBRARY

The Contractor's professional employees performing work under this Contract are granted borrowing privileges at the Headquarters (HQ) Library.

(a) The Contractor shall establish procedures to account for borrowed materials and to ensure their timely return. "Timely return" means prior to the expiration of the borrowing period, prior to the termination of employment of the particular employee, or prior to the expiration of this Contract, whichever comes first.

(b) The Contractor shall initiate borrowing privileges for its employees by contacting the HQ Librarian. The Librarian will require the Contractor to provide the name and title of the company official responsible for ensuring compliance with (a) above. The responsible official will be required to indicate the level of control for the issuance of Library charge plates and whether the countersignature of the responsible company official will be required on Headquarters Library Card Applications. The HQ Librarian may impose additional information requirements if Library privileges are requested for employees that do not have permanent HQ badges.

(c) The Contractor shall be responsible for all items lost, destroyed or not returned. Such items shall be immediately replaced by the Contractor at no cost to the Government. The HQ Librarian may revoke library privileges at any time during the performance of the Contract if the Contractor fails to comply with this clause or is experiencing an inordinate amount of loss or destruction of library materials. Discontinuance of library privileges shall not entitle the Contractor to an increase in the cost or price for Contract performance or to any other adjustment to the Contract.

(End of Text)

G.6 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(DEC 2007)

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2D, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2D permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment I of Section J of this Contract.

(2) As stated in NPR 9501.2D, NASA encourages electronic Contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

Distribution shall be as follows:

Contracting Officer, Code 210.H

SECTION G – CONTRACT ADMINISTRATION DATA

E-Mail: **TBD**

Contracting Officer's Technical Representative, HQ

E-Mail: **TBD**

Resources Analyst, HQ

E-Mail: **TBD**

Regional Finance Office Cost Team, Code 155

E-Mail: rfocateam@listserv.gsfc.nasa.gov

Administrative Contracting Officer (if delegated)

(c) Web site. NPR 9501.2D, "NASA Contractor Financial Management Reporting":

http://nodis3.gsfc.nasa.gov/displayDir.cfm?Internal_ID=N_PR_9501_002D_&page_name=main

(End of clause)

G.7 ADVANCE AGREEMENT BETWEEN THE PARTIES: REQUIREMENT TO PROVIDE CONTRACT HISTORICAL DATA (GSFC 52.242-91) (MAR 2011)

- (a) NASA may issue a competitive solicitation for a follow-on effort for services similar to those provided under this contract. As part of this follow-on competition, NASA may include historical labor category descriptions, full-time equivalents (FTEs), average direct labor rates, and other information from this contract in the follow-on solicitation for use by all potential offerors. Including this data in the solicitation is intended to ensure a comprehensive and fair evaluation of competitive proposals and increase the probability that realistic pricing is provided in future proposals submitted. Minimizing the potential risk for unrealistic or unsubstantiated pricing materially reduces the risk that cost/price could become an inappropriate discriminator among competing offerors.
- (b) Based on the above, the Contractor shall, within 30 days of a written request from the Contracting Officer, provide and deliver all of the information included in **Attachment E, CONTRACT HISTORICAL DATA**, of the contract.

(End of Clause)

G.8 PROPERTY CLAUSE APPLICABILITY—ON-SITE AND OFF-SITE (GSFC 52.245-96) (MAR 2011)

(a) Performance of this contract requires that Contractor personnel and any furnished and/or acquired Government property be located at both Government controlled and managed premises (on-site) and at Contractor controlled and managed premises (off-site). The requirements for control and accountability of Government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

(b) Clauses applicable to both on-site and off-site locations.

FAR clause 52.245-1, "Government Property"

FAR clause 52.245-9, "Use and Charges"

NASA FAR Supplement clause 1852.245-70, "Contractor Requests for Government-Provided Equipment"

NASA FAR Supplement clause 1852.245-72, "Liability for Government Property Furnished for Repair or Other

SECTION G – CONTRACT ADMINISTRATION DATA

Services”

NASA FAR Supplement clause 1852.245-74, “Identification and Marking of Government Equipment”

NASA FAR Supplement clause 1852.245-75, “Property Management Changes”

NASA FAR Supplement clause 1852.245-78, “Physical Inventory of Capital Personal Property”

NASA FAR Supplement clause 1852.245-79, “Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value”

NASA FAR Supplement clause 1852.245-83, “Real Property Management Requirements”

(c) Clauses applicable only to off-site locations.

NASA FAR Supplement clause 1852.245-73, “Financial Reporting of NASA Property in the Custody of Contractors”

NASA FAR Supplement clause 1852.245-76, “List of Government Property Furnished Pursuant to FAR 52.245-1”

(d) Clauses applicable only to on-site locations.

FAR clause 52.245-2, “Government Property Installation Operation Services”

NASA FAR Supplement clause 1852.245-71, “Installation-Accountable Government Property”

NASA FAR Supplement clause 1852.245-77, “List of Government Property Furnished Pursuant to FAR 52.245-2”

NASA FAR Supplement clause 1852.245-82, “Occupancy Management Requirements”

GSFC clause 52.245-93, “Reports of Contractor Acquired Government Property”

(End of clause)

G.9 PAYMENT OF FIXED FEE (1852.216-75) (DEC 1988)

NOTE: The following applies only to CPFF task orders issued under the IDIQ portion of the Contract.

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(End of Clause)

G.10 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this Contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this Contract.

(b) (1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) - Accounts Payable
Building 1111, C. Road
Stennis Space Center, MS 39529

SECTION G – CONTRACT ADMINISTRATION DATA

Phone # 1-877-677-2123

Fax #: 1-866-209-5415

Email: NSSC-AccountsPayable@nasa.gov

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to: *[Insert the appropriate NASA or DCAA mailing office address for submission of cost vouchers]*

(2) RESERVED

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be forwarded separately to the address specified in paragraph (b)(1) above. This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this Contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this Contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.11 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JUL 1997)

(a) For purposes of administration of the clause of this Contract entitled "New Technology" or "Patent Rights - Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Contact	Address (including zip code)
New Technology Representative	Mike Battaglia Suite: 4A42	NASA Headquarters Washington, DC 20546 (202) 258-2320
Patent Representative	Robert Rotella Suite 9S13	NASA Headquarters Washington, DC 20546 202-358-2066

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights -

SECTION G – CONTRACT ADMINISTRATION DATA

Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.12 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (1852.245-70) (JAN 2011)

(a) The Contractor shall provide all property required for the performance of this Contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this Contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement. Property approved as part of the Contract award or specifically required within the statement of work is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

- (i) Justify the need for the property;
- (ii) Provide the reasons why Contractor-owned property cannot be used;
- (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
- (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
- (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the Contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at FAR 52.245-1, Government Property, as incorporated in this Contract.

(End of Clause)

G.13 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (JAN 2011)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this Contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

- (1) NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;
- (2) NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;
- (3) NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural

SECTION G – CONTRACT ADMINISTRATION DATA

Requirements;

- (4) Notify the cognizant property custodian, COTR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located
- (5) Identify Government property equipment that is no longer considered necessary for performance of the Contract.
- (6) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.
- (7) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.
- (8) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the Contract.
- (9) Ensure that Government property is protected and conserved.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this Contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the Contractor shall be liable for property lost, damaged, destroyed or stolen by the Contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this Contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

- (i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.
- (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
- (iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this Contract, and shall maintain that record until accountability is accepted by the Government.
- (iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this Contract), until its return to the installation. NASA

Procedural Requirements related to property loans shall not apply to offsite use of property by Contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

☒ Office space, work area space, and utilities. Government telephones are available for official purposes only.

☒ Office furniture.

☒ Property listed in **Attachment D, D-1 and D-2**

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this Contract, this property also shall become accountable to the Government upon

SECTION G – CONTRACT ADMINISTRATION DATA

its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this Contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government Contract, without the Contracting Officer's prior written approval.

X Supplies from stores stock.

X Publications and blank forms stocked by the installation.

X Safety and fire protection for Contractor personnel and facilities.

X Installation service facilities:

Agency Consolidated End-user Services (ACES) contract services, Library services, and general printing, copying and duplicating services.

X Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

X Cafeteria privileges for Contractor employees during normal operating hours.

X Building maintenance for facilities occupied by Contractor personnel.

X Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.14 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (JAN 2011)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the Goddard Space Flight Center (GSFC), General Accounting Department, General Ledger Section, Code 157, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if Contract administration has been delegated to DOD) to the following address: Goddard Space Flight Center, Supply and Equipment Management Branch, Code 273, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that

required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, Contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by

SECTION G – CONTRACT ADMINISTRATION DATA

comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the Contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the Contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the Contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of clause)

G.15 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (1852.245-74) (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for Contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for Contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

Goddard Space Flight Center
Building 16W, Code 279
Greenbelt, MD 20771

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that

SECTION G – CONTRACT ADMINISTRATION DATA

require delivery of equipment.

(End of clause)

G.16 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (1852.245-76) (JAN 2011)

For performance of work under this Contract, the Government will make available Government property identified below or in **Attachment C and C-1** of this Contract on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this Contract. The Contractor shall use this property in the performance of this Contract at **NASA HQ** and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

Government Property;
~~—Identified in Attachment C~~
Identified in Attachment C-1

(End of clause)

G.17 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (1852.245-78) (JAN 2011)

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, as incorporated in this Contract, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.

(1) The Contractor shall inventory--

- (i) Items of property furnished by the Government;
- (ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;
- (iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and
- (iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the Property Administrator, the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the Property Administrator, when all of the conditions in either (1) or (2) of this paragraph are met.

(1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and

(i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and

(ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and the Contractor provides written confirmation that the Government property exists in the recorded condition and location;

(3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the property administrator prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator within 10 calendar days of completion of the physical inventory. The report shall--

(1) Provide a summary showing number and value of items inventoried; and

(2) Include additional supporting reports of--

(i) Loss in accordance with the clause at 52.245-1, Government Property;

SECTION G – CONTRACT ADMINISTRATION DATA

(ii) Idle property available for reuse or disposition; and
(iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain auditable physical inventory records, including records supporting transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

G.18 OCCUPANCY MANAGEMENT REQUIREMENTS (1852.245-82) (JAN 2011)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this Contract, the Contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance Management.

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the Contract, as directed by the Contracting Officer.

(End of clause)

G.19 CLAUSES INCORPORATED BY REFERENCE -- SECTION G

Clause(s) G.1 – G.3 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this Contract.

(End of Text)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

H.2 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated [*Insert date of offer*] are hereby incorporated by reference in this resulting Contract.

(End of Text)

H.3 GOVERNMENT PREMISES – PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (HQ 52.204-99)(JAN 2007)

(a)(1) The Contractor must apply for NASA Headquarters Personal Identity Verification (PIV) credential issued by the Headquarters Security Office for those employees that will be employed by the Contractor and that will be resident or access NASA Headquarter locations, or NASA cyber resources for more than six (6) months. The Headquarters PIV credentials will be issued for no longer than the applicable Contract period in effect at the time, not to exceed 5-years, and will require renewal for each subsequent Contract period within which the Contractor employee will be employed. Based on NASA policies and procedures for background investigations and position risk/sensitivity determination, a minimum of National Agency Check with Written Inquiries (NACI) will be required for credential renewal. Other Contractor personnel who are to be at the Headquarters location(s) or will be accessing NASA cyber resources for less than six (6) months are to be identified by the Contractor for approval and registered on an access list under the control of the Headquarters Security Office. All personnel must conspicuously display the Headquarters PIV credential above the waistline on the outermost garment, and must comply with any and all requirements applicable to PIV credential in effect at Headquarters. In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the steps prescribed in **Attachment J**, Personal Identity Verification (PIV) Card Issuance Procedures to apply for each Contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as "onsite") or access to a Federal information system. (2) Visits by foreign nationals to, for, or on behalf of the Contractor, are restricted and must be necessary for the performance of the Contract and concurred in by the Contracting Officer or by the Contracting Officer's Technical Representative. Approval of such visits must be approved in advance in accordance with NASA Procedural Requirements, NPR 1371.2A, Procedural Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities w/Change 1 (3/29/04); and NASA Policy Directive, NPD 1371.5B, Coordination and Authorization of Access by Foreign Nationals and Foreign Representatives to NASA (Revalidated 12/21/2010), <http://nodis.hq.nasa.gov>. The Contractor may get further information about visits by foreign nationals by contacting the NASA Headquarters International Visits Coordinator located in the Headquarters Security Office. (3) Access to the Headquarters locations may be changed or adjusted in response to threat conditions or special situations.

- (c) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the Headquarters locations. These requirements are set forth in NASA-wide or Headquarters installation directives, and procedural requirements, and announcements that can be found at <http://nodis.hq.nasa.gov>, and/or which will be provided to the Contractor as necessary by the Contracting Officer's Technical Representative, the Contracting Officer, or the Headquarters Chief of Security.(c) The Contractor may not use official Government envelopes or other Government identified mailing containers bearing any sort of Government indicia such as "eagle" emblems in lieu of postage stamps or mailing envelopes or containers bearing NASA logos. The Contractor also may not use the Government mail system to mail anything outside of the Headquarters locations. Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. Otherwise, the Contractor is allowed to use the internal Headquarters interoffice mail system to send documents **within the Headquarters locations or to other NASA Centers or NASA facilities** the extent necessary for purposes of implementing the terms of this Contract and communicating Contract related business to its employees at the Headquarters locations, and to communicate Contract related business to NASA officials including, but not limited to, the Contracting Officer, the Contracting Officer's Technical Representative, the Headquarters Chief of

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Security, Accounting Office staff, and the NASA Headquarters International Visits Coordinator.

(End of clause)

H.4 ONSITE CONTRACTOR PERSONNEL - IDENTIFICATION, REPORTING, AND CHECKOUT PROCEDURES (HQ 52.204-98)(JAN 2007)

(a) The Contractor's designated representative for the purposes of this clause is the Contractor's Project Manager. The Contractor shall notify the Headquarters Chief of Security and the Contracting Officer's Technical Representative of the Project Manager's identity within fifteen (15) calendar days of award of this Contract.

(b) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the steps in **Attachment J**, Personal Identity Verification (PIV) Card Issuance and Re-issuance Procedures, for each Contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as "onsite") or access to a Federal information system. The Contractor must apply for permanent NASA Headquarters PIV credential for those Contract employees who will be employed by the Contractor onsite for at least six months. The Headquarters Security Office will consider permanent PIV credentials for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit.

(c) The Contractor's Project Manager shall submit written notification to the Contracting Officer's Technical Representative and the Headquarters Chief of Security immediately about any Contractor employee who was issued a Headquarters PIV credential or who was granted temporary access to be on-site: (1) who is no longer employed by the Contractor, or (2) who will no longer be working onsite under this Contract.

(d) The Contractor shall ensure that all personnel who have NASA Headquarters issued credentials, keys or other property who leave the Contractor's employ or that no longer work onsite, process out through the Headquarters Security Office. Any such Contractor employees must return all Headquarters issued identification or credentials and any Government property no later than the last day of their employment. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV credentials.

(End of clause)

H.5 RIGHTS IN DATA (GSFC 52.227-99)(MAR 2008)

The default Data Rights clause under this Contract is FAR 52.227-14 RIGHTS IN DATA-GENERAL as modified by NASA FAR Supplement 1852.227-14—Alternate II and Alternate III and GSFC 52.227-90. Any exceptions to this clause will be covered by FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS as modified by NASA FAR Supplement 1852.227-17, and, if applicable, GSFC 52.227-93.

(End of clause)

H.6 EXPORT LICENSES (1852.225-70) (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this Contract, including instances where the work is to be performed on-site at NASA HQ, where the foreign person will have access to export-controlled technical data or software.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

H.7 TASK ORDERING PROCEDURE (1852.216-80) (OCT 1996)

NOTE: The following applies only to the IDIQ portion of the Contract

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the Contract and as specified in the schedule. The Contractor may incur costs under this Contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the Contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within **14** calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If Contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within **1** calendar days after receipt of the task order.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.8 SAFETY AND HEALTH (1852.223-70) (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including Contractor employees working on NASA Contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this Contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this Contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this Contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this Contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the Contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the Contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this Contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service Contractors (excluding construction Contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the Contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA Contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this Contract or any other remedy available to the Government in the event of such failure or

SECTION H – SPECIAL CONTRACT REQUIREMENTS

refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA Contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this Contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The Contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the Contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.9 OBSERVANCE OF LEGAL HOLIDAYS (1852.242-72) (AUG 1992) -- Alternate II (OCT 2000)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the Contract.

(c) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(d) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (c) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this Contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

H.10 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

Clause(s) H.1 at the beginning of this Section is incorporated by reference, with the same force and effect as if it was given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this Contract.

(End of Text)

SECTION I – CONTRACT CLAUSES

FAR BY-REFERENCE CLAUSES:

- I.1 52.202-1 DEFINITIONS (JUL 2004)
- I.2 52.203-3 GRATUITIES (APR 1984)
- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- I.5 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)
- I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
- I.10 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
- I.11 52.204-2 SECURITY REQUIREMENTS (AUG 1996)
- I.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- I.13 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
- I.14 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (SEP 2007)
- I.15 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
- I.16 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- I.17 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)
- I.18 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- I.19 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATION
- I.20 52.215-13 SUBCONTRACTOR COST OR PRICING DATA—MODIFICATION
- I.21 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- I.22 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
- I.23 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
- I.24 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

SECTION I – CONTRACT CLAUSES

I.25 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010)

I.26 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

I.27 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002) FILL IN: A(3) 30TH

NOTE: The following clause applies only to the CPFF task orders issued under the IDIQ portion of the Contract.

I.28 52.216-8 FIXED FEE (MAR 1997)

NOTE: The following clause applies only to the IDIQ portion of the Contract.

I.29 52.216-18 ORDERING (OCT 1995) FILL IN: (A) CONTRACT EFFECTIVE DATE THROUGH THE END OF THE CONTRACT PERIOD OF PERFORMANCE

NOTE: The following clause applies only to the IDIQ portion of the Contract.

I.30 52.216-19 ORDER LIMITATIONS (OCT 1995) FILL IN: (A) \$10,000; (B)(1) \$20,000,000; (B)(2) \$20,000,000, (B)(3) 3 CALENDAR; (D) 3 CALENDAR

I.31 52.216-22 INDEFINITE QUANTITY (OCT 1995) FILL IN: (D) THE END OF THE CONTRACT EFFECTIVE ORDERING PERIOD

I.32 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) FILL IN: 30 DAYS OF THE CONTRACT END DATE

I.33 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FILL IN: (A) 30 DAYS OF THE CONTRACT END DATE; 60 DAYS; (C) 5 YEARS

I.34 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

I.35 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

I.36 52.219-14 LIMITATIONS ON SUBCONTRACTING

I.37 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)

I.38 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

I.39 52.222-3 CONVICT LABOR (JUN 2003)

I.40 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010)

I.41 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

I.42 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

I.43 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)

I.44 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

I.45 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

SECTION I – CONTRACT CLAUSES

- I.46 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- I.47 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- I.48 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- I.49 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)
- I.50 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- I.51 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)
- I.52 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- I.53 52.224-2 PRIVACY ACT (APR 1984)
- I.54 52.225-1 BUY AMERICAN ACT - SUPPLIES (FEB 2009)
- I.55 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- I.56 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- I.57 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- I.58 52.227-3 PATENT INDEMNITY (APR 1984) - ALTERNATE I (APR 1984)
- I.59 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (DEC 2007)
- I.60 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)
- I.61 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- I.62 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)
- I.63 52.232-17 INTEREST (OCT 2010)
- I.64 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- I.65 52.232-22 LIMITATION OF FUNDS (APR 1984)
- I.66 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- I.67 52.232-25 PROMPT PAYMENT (OCT 2008) -- ALTERNATE I (FEB 2002)
- I.68 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- I.69 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
- I.70 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)
- I.71 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- I.72 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION

SECTION I – CONTRACT CLAUSES

(APR 1984)

- I.73 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- I.74 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- I.75 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- I.76 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- I.77 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- I.78 52.242-13 BANKRUPTCY (JUL 1995)
- I.79 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
- I.80 52.244-2 SUBCONTRACTS (OCT 2010)
- I.81 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- I.82 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2010) ALTERNATE I (JUN 2010)
- I.83 52.245-1 GOVERNMENT PROPERTY (AUG 2010)
- I.84 52.245-9 USE AND CHARGES (AUG 2010)
- I.85 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
- I.86 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
- I.87 52.248-1 VALUE ENGINEERING (OCT 2010)
- I.88 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- I.89 52.249-14 EXCUSABLE DELAYS (APR 1984)
- I.90 52.251-1 GOVERNMENT SUPPLY SOURCES (AUG 2010)
- I.91 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

NASA FAR BY-REFERENCE CLAUSES:

- I.92 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)
- I.93 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE (MAR 1996)
- I.94 1852.227-14 RIGHTS IN DATA - GENERAL
- I.95 1852.227-19 COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS
- I.96 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)
- I.97 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)
- I.98 1852.243-71 SHARED SAVINGS (MAR 1997)

SECTION I – CONTRACT CLAUSES

(End of by-reference section)

I.99 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003)(DEVIATION)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the Contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this Contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service Contracts.

(2) The **TBP** will notify the cognizant NASA 210.H Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

I.100 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (52.247-67) (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursement Contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

TBD, CONTRACTING OFFICER
NASA/GSFC, CODE 210.H, BLDG 17
GREENBELT, MD 20771

(End of clause)

I.101 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may

SECTION I – CONTRACT CLAUSES

be accessed electronically at this/these address(es):

FAR clauses

<https://www.acquisition.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.102 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)

(a) The use in this solicitation or Contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or Contract of any [NASA Acquisition Regulation] (48 CFR [1]) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.103 SECURITY CLASSIFICATION REQUIREMENTS (1852.204-75) (SEP 1989)

Performance under this Contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of Top Secret/Sensitive Compartmented Information (see PWS Section 8.5). See Federal Acquisition Regulation clause 52.204-2 in this Contract and DD Form 254, Contract Security Classification Specification, **Attachment L**.

(End of clause)

I.104 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: <http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan—This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan—this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan

SECTION I – CONTRACT CLAUSES

is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

I.105 1852.215-84 OMBUDSMAN (OCT 2003) -- ALTERNATE I (JUN 2000)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and Contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the Contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal Contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting officer for resolution.
- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman. The current list of Center Ombudsman is available at http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified in this document.
- (c) If this is a task or delivery order Contract, the ombudsman shall review complaints from Contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the Contract.

(End of clause)

I.106 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

- (a) Definitions.

SECTION I – CONTRACT CLAUSES

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime Contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The Contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subContracts to such entities to the fullest extent consistent with efficient Contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.107 ACCESS TO SENSITIVE INFORMATION (1852.237-72) (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information that a Contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this Contract.

(c) If performing this Contract entails access to sensitive information, as defined above, the Contractor agrees to--

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this Contract, and not to improve its own competitive position in another procurement.

SECTION I – CONTRACT CLAUSES

- (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (3) Allow access to sensitive information only to those employees that need it to perform services under this Contract.
- (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
- (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this Contract and to safeguard it from unauthorized use and disclosure.
- (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this Contract.
- (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this Contract incorporates as a compliance document.
- (e) The nature of the work on this Contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government Contracts. Recognizing that this Contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this Contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government Contractor.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

I.108 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUN 2005)

- (a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this Contract. By submitting this proposal or performing this Contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
- (c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this Contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

SECTION I – CONTRACT CLAUSES

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's Contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its Contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages *[insert page numbers or other identification of pages]*. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a Contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the Contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its Contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its Contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its Contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this Contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's Contract shall include the

SECTION I – CONTRACT CLAUSES

clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

I.109 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION) (52.222-99)

(a) During the term of this Contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the Contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the Contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal Contracting agency, if requested];

(3) Downloaded from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/EO13496; or

(4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this Contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

SECTION I – CONTRACT CLAUSES

(2) The Contractor is not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.110 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (52.209-8)(JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the Contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

I.111 CLAUSES INCORPORATED BY REFERENCE -- SECTION I

Clause(s) I.1 – I.98 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this Contract.

(End of Text)

SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this Contract:

ATTACHMENT	DESCRIPTION	DATE	NO. OF PAGES
A	HITSS PWS	April 8, 2011	84
B	IDIQ Rate Matrix	April 8, 2011	6
C	GFP/GFE (Off-Site)	April 8, 2011	3
<u>C-1</u>	<u>GFP/GFE (Off-Site Software)</u>	<u>May 6, 2011</u>	<u>8</u>
D	IAGP (On-Site)	April 8, 2011	1
<u>D-1</u>	<u>IAGP (On-Site Workstations)</u>	<u>April 8, 2011</u>	<u>1</u>
<u>D-2</u>	<u>IAGP (On-Site Software)</u>	<u>May 6, 2011</u>	<u>7</u>
E	Contract Historical Data	April 8, 2011	2
F	Safety and Health Plan	To be proposed (TBP)	TBP
G	OCI Plan	To be submitted (TBS) not later than 30 days after Contract award	TBS
H	IT Security Management Plan	TBS not later than 30 days after Contract award	TBS
I	Financial Management Reporting Requirements	April 8, 2011	4
J	Personal Identity Verification (PIV) Card Issue Procedures	April 8, 2011	5
K	Incentive Fee Plan	TBD	TBD
	<i>Appendix 1- Incentive Fee Quality Assurance Surveillance Plan</i>	TBD	TBD
L	DD Form 254 (Draft form provided)	To be completed by the effective date of the Contract	To be completed by the effective date of the Contract
M	IT Security Applicable Documents List	April 8, 2011	4

(End of Clause)

SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) (JAN 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is \$25M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

- (viii) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xi) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvi) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xix) [52.225-25](#), Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification. This provision applies to all solicitations.
- (xx) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

[Contracting Officer check as appropriate.]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

X (vi) [52.223-13](#), Certification of Toxic Chemical Release Reporting.

___ (vii) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

X (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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_____	_____	_____	_____
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.2 INFORMATION REGARDING RESPONSIBILITY MATTERS (52.209-7) (APR 2010)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see [52.204-7](#)).

(End of provision)

K.3 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (52.227-15) (DEC 2007)

(a) This solicitation sets forth the Government’s known delivery requirements for data (as defined in the clause at [52.227-14](#), Rights in Data—General). Any resulting Contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at [52.227-16](#), if included in the Contract. Any data delivered under the resulting Contract will be subject to the Rights in Data—General clause at [52.227-14](#) included in this Contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor’s facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states *[offeror check appropriate block]*—

[] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a Contract be awarded to the offeror.

(End of provision)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- L.1 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)
- L.2 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)
ALTERNATE I (OCT 1997)
- L.3 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF
SUBCONTRACT EFFORT (OCT 2009)
- L.4 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB
2009)
- L.5 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB
1993)
- L.6 52.237-1 SITE VISIT (APR 1984)

**L.7 ~~RESERVED REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER
THAN COST OR PRICING DATA (52.215-20) (OCT 2010)~~**

~~(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.~~

~~(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the Contracting office.~~

~~(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—~~

~~(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;~~

~~(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;~~

~~(C) For items included on an active Federal Supply Service Multiple Award Schedule Contract, proof that an exception has been granted for the schedule item.~~

~~(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.~~

~~(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:~~

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SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

~~(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this Contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.~~

~~(2) As soon as practicable after agreement on price, but before Contract award (except for unpriced actions such as letter Contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.~~

~~(End of provision)~~

L.8 TYPE OF CONTRACT (52.216-1) (APR 1984)

The Government contemplates award of a hybrid Contract containing a **Cost Plus Incentive Fee (CPIF) Core component and an Indefinite Delivery, Indefinite Quantity (IDIQ) component with the ability to issue Cost Plus Fixed Fee and/or CPIF task orders** resulting from this solicitation.

(End of provision)

L.9 SERVICE OF PROTEST (52.233-2) (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Ricarda Mason, Code 210.H, Building 17, Room 112 , NASA/Goddard Space Flight Center, Greenbelt, MD 20771.**
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.10 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR clauses

<https://www.acquisition.gov/far>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

L.11 AUTHORIZED DEVIATIONS IN PROVISIONS (52.252-5) (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any NASA Federal Acquisition Regulation Supplement (NFS) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

L.12 SAFETY AND HEALTH PLAN (1852.223-73) (NOV 2004)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the Contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA Contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA Contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting Contract.

(End of provision)

L.13 DETERMINATION OF COMPENSATION REASONABLENESS (1852.231-71) (MAR 1994)

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

(b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

determination.

(d) The offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime Contract in excess of 10 percent of the prime Contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

L.14 PROTESTS TO NASA (1852.233-70) (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.15 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (1852.245-80) (JAN 2011)

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment: Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times:

TBD by the Government on an as needed basis

(End of provision)

L.16 LIST OF AVAILABLE GOVERNMENT PROPERTY (1852.245-81) (JAN 2011)

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property, included in this solicitation. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property.

Government Property:

Identified in Attachment C

Identified in Attachment D & D-1

Identified in Attachment D-2

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

Government Property:

Identified in Attachment C

Identified in Attachment C-1

Identified in Attachment D & D-1

(End of provision)

L.17 PROVISIONS INCORPORATED BY REFERENCE -- SECTION L

Provision(s) L.1 – L.6 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in provision 52.252-1, Solicitation Provisions Incorporated by Reference, of this solicitation.

(End of provision)

L.18 (GSFC 52.215-96) COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

number, and be directed to the following Government representative:

Name: Ricarda Mason

FAX: 301-286-0356

Email: Ricarda.E.Mason@nasa.gov

Address: GSFC, Code 210.H
Greenbelt, MD 20771

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments should be submitted **via e-mail only and shall be due NLT 14 days prior to proposal due date** to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

L.19 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (ORAL PROPOSALS) (AUG 2009)

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements specified in the **Performance Work Statement (PWS)**, **Attachment A** and **Representative Task Orders, Enclosure 2**. Generally, the proposal should:

- Demonstrate understanding of the overall requirements of the proposed Contract.
- Convey the company's capabilities for transforming understanding into accomplishment.
- Present the plans and methods for so doing, by responding to the Areas of Emphasis in Section L.22 (3).
- Present the costs associated with so doing.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

As part of the Request for Proposal, the Offeror shall respond to how they would approach several Representative Task Orders (See L.22). THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE REPRESENTATIVE TASK ORDERS IN RESPONSE TO THE RFP!

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(a) PROPOSAL FORMAT AND ORGANIZATION

(1) Offerors shall submit proposals in four volumes as specified below:

Volume	Title	Copies
I	Offer Volume	Original plus 2 hard copies and two electronic copies
II	Mission Suitability Volume*	Original plus 10 hard copies and two electronic copies
III	Cost Volume	Original, one copy for DCAA, 5 hard copies and two electronic copies
IV	Past Performance Volume	Original plus 3 hard copies and two electronic copies

***Note: Copies of the Oral Management Approach Presentation Charts shall be submitted in accordance with L.21(8)**

(2) Offerors and proposed significant subcontractors [defined as any subcontract that is likely to exceed 10% of the proposed Contract value or 10% of a proposed Representative Task Order (RTO) estimate] shall forward one (1) copy of their Cost Proposal, marked “NNH11351229R/NASA Proposal Evaluation Material”, to their cognizant Defense Contract Auditing Administration (DCAA) office. A copy of the proposal transmittal letter to DCAA shall be forwarded to the Contracting Officer for each cost proposal (prime and significant subcontractors) responding to this RFP.

(3) All pages of Volumes I, II, III, and IV shall be numbered and identified with the Offeror’s name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(4) Two electronic copies of the offeror’s proposal, designating one as “back-up,” shall be submitted (in addition to the hardcopies specified above). All volumes shall be prepared using Office 2007 (Microsoft Windows Operating System) and Office 2008 (Apple Macintosh Operating System). Cost proposal files electronically submitted as part of the Offeror’s proposal shall conform to that standard which ensures that the files are configured to use Office Open XML file format by default. All other volumes shall be submitted consistent with this format or, alternatively, in Portable Document Format (PDF) ISO standard ISO 32000-1:2008 either Microsoft Word (with backwards compatibility for Microsoft Word 2003) or Portable Document Format (PDF) version 1.7, Sixth edition (ISO First Edition). Cost proposal charts shall use Microsoft Excel (with backwards compatibility for Microsoft Excel 2003). Formulas, not values should be used in Excel spreadsheets, unless otherwise directed in the cost model instructions, where amounts are calculated in electronic versions. DO NOT compress any electronic files. ~~DOES~~ NOT password protect any portion of your electronic submission.

(5) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section M of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate.

(6) The format for the Oral Presentation Charts (Subfactor C – Management Approach) shall parallel, to the greatest extent possible, the format identified below:

- A page limit of 30 charts excluding cover page, title page(s), and table of contents

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- A listing of the names of those attending and/or presenting as part of your table of contents
- A notation of the company and/or team name on each slide
- A notation of the areas of emphasis within the Management Approach sub-factor (for example, as a footer or title)
- A reference to Instructions in Sections L.19 and L.22 of the RFP for additional guidance on formatting and content

(7) Information shall be precise, factual, concise and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the PWS. The evaluation will be based on the information presented in the written proposal and oral presentation. The proposal shall specifically address each listed evaluation factor and subfactor.

(b) PROPOSAL CONTENT AND PAGE/TIME LIMITATIONS

(1) The following table contains the page and time limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the Contract provision noted under the Reference heading.

Proposal Component	Volume	Reference	Page/Time Limitations
Offer Volume	I	L.20	Excluded
Mission Suitability Volume*	II	L.22	
(a) Written Technical Approach			50 pages
(b) Written Oral Management Approach Presentation Charts			30 charts
(c) Oral Management Approach Proposal Presentation (See Provision L.21)			3 hours**
(d) Other Written Documentation: Cover Page, Phase-in Plan, Safety and Health Plan, Total Compensation Plan			Excluded
(e) Representative Task Orders (RTO's)			20 pages total for all 3 RTOs
(f) (e) Deviations/Exceptions			Excluded
Cost Volume	III	L.23	
(a) IDIQ Labor Rates Matrix (Attachment B)			Excluded
(b) Cost Exhibits			Excluded
(c) Basis of Estimates			3 pages per PWS Level 1 [e.g., 2.0, 3.0, 4.0]
(d) Deviations/Exceptions			Excluded
Past Performance Volume	IV	L.24	
(a) Information from the Offeror			25 pages***
(b) Cover Page, Indices, Past Performance Questionnaires, Contract Customer Evaluations, Termination/Descopes information, and List of Acronyms			Excluded
(c) Deviations & Exceptions			Excluded

*The Government considers the recorded Oral Management Approach Presentation Charts and the written documentation to constitute the Mission Suitability Proposal, and it is treated as Contractor bid or proposal information subject to FAR 3.104.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

****NOTE:** The Offeror shall not submit pre-recorded videotape(s). The Offeror shall present a "live" Oral Management Approach Presentation that may be videotaped on the Government site. No additional charts/handouts, other than those already included in the Offeror's initial proposal submission, will be accepted. If recorded, the Government shall provide a videotape recorder (DVD) and a videotape operator, which may be a Government Contract employee, to record the Oral Management Approach proposal presentation at the Government site .

*******The total page limitation inclusive of the prime and each individual significant subcontractor

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

A presentation chart shall be provided on standard 8-1/2" x 11" paper in landscape orientation, one chart per page. No chart text shall be smaller than 18 point. Charts shall be numbered sequentially.

Volumes I, II, III, and IV shall be submitted in separate three-ring binders. Diagrams, charts, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in embedded Diagrams, organizational charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Cost volume of your proposal is not page limited, except for the page limit for the Basis of Estimate (BOE) section specified in table (b)(1) above. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(4) The Government intends to evaluate proposals and award Contract(s) without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror in accordance with NFS 1815.204-70(b).

(End of provision)

L.20 OFFER VOLUME

This must be a separate volume.

(a) STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically in accordance with provision K.1, Annual Representations and Certifications (52.204-8). The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the Contract. Any such changes must be separately identified in the

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Summary of Exceptions. **All SF 33s require original signatures.**

- (1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 240 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the Offeror.
- (2) Provide the names and phone numbers of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The Contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT
TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) SUMMARY OF EXCEPTIONS

Include a statement of acceptance of the anticipated Contract provisions and proposed Contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical".

Include any new terms, conditions or clauses proposed by the Offeror which are of benefit to the Government. Discuss the benefit to the Government in Volume I, II, III, or IV as appropriate.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(c) ADDITIONAL INFORMATION TO BE FURNISHED

(1) Business Systems

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

Provide the date of acceptance/approval for each system and the cognizant Contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

FAR 16.301-3 requires that a Contractor's accounting system be adequate for determining costs applicable to the Contract prior to the award of a cost-reimbursement Contract. The offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. An adequate accounting system is not an evaluation criterion. It is a basic Contract requirement with a pass/fail determination. A Contract may only be awarded to the offeror(s) who are determined to have an adequate accounting system.

(2) Contract Administration

Furnish the information listed below:

a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.

c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(3) Responsibility Information

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

(4) Taxpayer Identification Number

Prime offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns).

(5) Government Property

Section L of this solicitation contains NASA FAR Supplement provisions 1852.245-80, "Government Property Management Information" and 1852.245-81, "List of Available Government Property." The first provision requires the submittal of certain information regarding the Offeror's Government property management procedures. The second provision requires the Offeror's to indicate if they intend to use any Government property that may be offered by this solicitation or if the Offeror requests the use of Government property not identified by this solicitation. This information should be included in this volume.

(6) Subcontractor Listing

The Offeror shall provide a summary listing (by name and address) of all subcontractors (regardless of dollar value) that have been identified throughout the Offeror's proposal and the subcontract value associated with each entity.

(7) Subcontracting Arrangement Information

(a) If a subcontracting arrangement is proposed, Offerors shall include specific detail in the following areas so that the Government can determine that the prime contractor making the offer will be performing the primary and vital requirements for the contract:

- (i) Management arrangements between the prime and subcontractor(s) regarding overall responsibility and accountability for contract performance.
- (ii) Background and expertise of the prime and subcontractor(s) that led to the team being formed.
- (iii) The degree of collaboration in preparation and submission of competitive proposal.
- (iv) Whether there are discreet tasks to be performed by each of the teaming partners, or whether there is instead commingling of personnel and resources.
- (v) The relative amount and type of work to be performed by each teaming partner.
- (vi) The business size of the subcontractor(s).

(b) Describe how the Offeror will ensure compliance with FAR 52.219-14, Limitations on Subcontracting. For the purposes of this RFP, "costs of contract performance incurred for personnel" is defined as direct labor, labor overhead (including payroll taxes and benefits), and G&A. "Employees on the concern" is defined as actual direct employees identified on the Offeror's payroll records for which social security taxes are matched. "Cost of contract performance" includes all costs throughout contract completion (the full contract period of performance).

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(c) If an 8(a) joint venture is proposed, offeror should submit a Small Business Administration signed and approved joint venture agreement with submission of the proposal. If SBA has not approved the joint venture agreement at the time of proposal submission, the offeror shall describe its status in achieving joint venture approval from the Small Business Administration, including:

- What companies are included in the joint venture?
- To which district SBA office was the application submitted?
- Who is the SBA POC (Business Development Specialist-BDS) assigned to their Joint Venture arrangement?
- If not yet approved, what steps have you taken toward achieving approval **by the anticipated contract award date** (include applicable dates of each activity)?

(d) SBA must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture. Award of the contract will only be made to an approved 8(a) company or 8(a) Joint Venture.

(8) Other Information to be provided

In accordance with NFS 1852.237-72, Access of Sensitive Information, Offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this Contract. Within 30 days after Contract award, the successful Contractor shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Avoidance Plan. This comprehensive plan shall incorporate any previous studies performed, shall thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information, and shall establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer, with advice from Center Legal Counsel, shall review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the Contract, as a compliance document.

(End of Provision)

L.21 ORAL MANAGEMENT APPROACH PROPOSAL PRESENTATION INSTRUCTIONS

In accordance with Provision L.22, Mission Suitability Proposal Instructions, Subfactor C Management Approach (except for the written documentation noted below) will be presented in the form of an Oral Management Approach Proposal Presentation in accordance with FAR 15.102. Written documentation shall be submitted for the Technical Approach, Total Compensation Plan, Safety and Health Plan, and Phase-in Plan. The following ground rules apply to the Oral Management Approach Proposal Presentation:

(1) The time and location of the Oral Management Approach Proposal Presentation will be scheduled within 30 **days** after receipt of the written portion of the Offeror's proposal. The Government will provide one week notice to each Offeror. The date and time due for the written proposal is designated on the SF 33, block 9.

(2) The Government will randomly assign a presentation date for the Oral Management Approach Proposal Presentation to each Offeror submitting a proposal received by the proposal due date. The Government will pick random numbers from a "blind" receptacle, which correspond to the number assigned to the written proposal. From the first random number chosen until the last, the numerical sequence of the firms scheduled to present will be established. After assigning the sequence of presentations, and reserving the facilities where the Offeror's presentation will be videotaped, the Offeror will be notified with the scheduled time and place for the Oral Management Approach Proposal Presentation.

(3) The Offeror shall present a "live" Oral Management Approach Proposal Presentation which may be videotaped by the Government. The Government shall provide the videotape recorder and operator, which may be a Government Contract employee. ~~At the end of the presentation, the Government will provide a copy of the~~

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

~~videotape to the Offeror.~~

(4) The Government will not make any changes to the content of the videotaped material; i.e. no editing will be performed.

(5) Only one taping of this Oral Management Approach Proposal Presentation (including all clarifications) will be permitted. The length of the presentation shall be no more than **three hours**. No discussions will be permitted during the taping, other than clarifications [as defined in FAR 15.306] of the proposal, which shall not be included in the allotted time. The Government evaluation team will be in attendance during the videotaping.

(6) Those individuals the Offerors consider essential to the successful completion of this effort are encouraged to attend the presentation. No more than a total of 10 representatives from each Offeror shall attend the Oral Management Approach Proposal Presentation.

(7) The Offeror is responsible for the content and accuracy of the material it presents; the time period it devotes to each subject covered within the allotted **three hours**; and the clarity of the material presented.

(8) The WRITTEN Oral Management Approach Presentation Charts shall be submitted by the proposal due date specific in Block 9 of the SF 33. Only these charts may be utilized and/or referenced by the Offeror during its Oral Management Approach Proposal Presentation. No changes to the charts will be permitted after the proposal due date. The Offeror shall also provide **25** copies (in binders) of the presentation slides on white letter-sized paper by the proposal due date. Two electronic copies of the Oral Presentation Charts on CD-ROMs shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies.

(9) The format for the WRITTEN Oral Management Presentation Charts (Subfactor C – Management Approach) shall parallel, to the greatest extent possible, the format identified below:

- A page limit of 30 charts excluding cover page, title page(s), and table of contents
- A listing of the names of those attending and/or presenting as part of your table of contents
- A notation of the company and/or team name on each slide
- A notation of the areas of emphasis within the Management Approach sub-factor (for example, as a footer or title)
- A reference to Instructions in Sections L.19 and L.22 of the RFP for additional guidance on formatting and content

(10) The Government considers the recorded Oral Management Approach Proposal Presentation and the written proposal documentation to constitute the Mission Suitability Proposal, and it is treated as Contractor bid or proposal information subject to FAR 3.104. The Government reserves the right to make a written transcript of the recording. The transcriber may be a Government Contract employee.

(11) The structure of the Oral Management Approach Proposal Presentation shall follow the format and be compliant with all the mandatory instructions contained in Provisions **L.19**, Proposal Preparation—General Instructions (Oral Proposals), and **L.22**, Mission Suitability Proposal Instructions, of this solicitation.

(12) The Government's evaluation shall be based on the evaluation criteria set forth in Section M, Evaluation Factors for Award. After completion of the Oral Management Approach Proposal Presentation, the Government will caucus, then reconvene with the Offeror, at which time the Government may request clarification. Any such interchange between the Offeror and the Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.306(d). The time required for clarification will not be counted against the Offeror's time limit. No changes or revisions to the Oral Management Approach Proposal Presentation will be allowed as a result of clarifications.

(End of provision)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.22 MISSION SUITABILITY PROPOSAL INSTRUCTIONS (COMPETITIVE) (OCT 2010)

Contents of Mission Suitability Proposal Instructions

1. General Instructions
2. Mission Suitability Proposal Format
3. Mission Suitability Instructions by Subfactor
4. Offeror Deviations/Exceptions

1. General Instructions

The Mission Suitability Proposal should be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Proposal must demonstrate that the offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal. It must not be incorporated by reference.

The Offeror is not required to address every aspect of the PWS; however, the responses to the areas of emphasis described below should reflect an overall understanding of the environment and requirements. In order to provide focus for the Mission Suitability Proposal and ensure that proper attention is given to the areas of most concern to the Government, the Offeror should succinctly address all areas of emphasis in the Technical Approach and Management Approach sections.

2. Mission Suitability Proposal Format

The Mission Suitability Proposal must be divided and presented by each Mission Suitability subfactor as follows:

Subfactor A--Technical Approach
Subfactor B--Representative Task Order(s) (RTO)
Subfactor C--Management Approach (Oral Presentation)

Offeror Deviations/Exceptions

The above Subfactors will be submitted in two different formats. The format for Subfactor A - Technical Approach and Subfactor B – RTO's is a written proposal, and will cover the Offeror's strategies and plans for accomplishing certain requirements in the Performance Work Statement (PWS). The format for the Management Approach is an oral proposal, and will cover the Offeror's plans for managing the programmatic, organizational, and workforce aspects of the Contract.

Although the format for each of the above subfactors is different, the same general guidelines apply to both. The Offeror is expected to address the solicitation requirements in a specific yet concise manner, providing details and examples that explain the approach and demonstrate competence and in implementing it.

3. Mission Suitability Instructions by Subfactor

Subfactor A-- Technical Approach

The proposal shall address the following areas of emphasis:

Customer Service and Customer Relationship Management: The proposal shall address the Offeror's consolidated and comprehensive approach to Customer Relationship Management, including communication, relationship building, stakeholder management, business process modeling, and customer assessment. The proposal shall address the Offeror's approach to proactively support all ITCD programs, projects, and services in a comprehensive manner. The proposal shall address the Offeror's understanding the NASA Headquarters (HQs) customers' lines of business and technical requirements, establishing and maintaining effective relationships with these customers,

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

keeping the lines of communication open, and assessing customer satisfaction.

Project Management Discipline: The Offeror's shall provide its approach and demonstrate its understanding of project management life cycle processes and best practices in a NASA IT environment. Describe professional project management-based and other related certifications that demonstrate your knowledge and understanding of IT Project Management life-cycle principles.

Applications Environment: The Offeror shall describe its approach to managing a mixed environment of legacy application support and new application development. The Offeror shall also describe its strategies for application development, including tools, techniques, and methodologies for data management and delivering systems that align with customers' needs. Describe your approach to maximizing efficiency with respect to the duration, management, and reuse of code, logic and metadata. Also describe your strategy for modernizing a legacy application environment. Further, describe the approach to providing an IT environment that delivers customized applications quickly that meet customer's needs, and takes full advantage of modern industry web technologies.

Data Center: The Offeror shall describe its approach, methodology, and understanding of the use of automated tools associated with data center operations and management in a multi-platform environment consisting of standalone and virtual servers. Describe your understanding of data center critical systems and service parameters to be monitored. Describe your methodology for the implementing and managing Data Center IT security tools that include Intrusion Detection Systems (IDS) and content filtering and patch management. Describe your approach to managing and maintaining the HQ Data Center ensuring availability, reliability, and uninterrupted services at all times. The approach shall address critical elements of Data Center management that include capacity planning, performance management, system and service monitoring, system build and deployments, patch management, and IT Security tools and capabilities.

Systems Engineering and Integration: Describe the role of systems engineering and integration to the entire operation, and provide the planned approach to accomplish (1) design and implementation of new IT capabilities and services, (2) technical forecasting and studies (3) participation in agency and external working groups, (4) proactive trouble shooting and problem resolution, and (5) HQ IT planning. The Offeror shall describe its approach for being at the forefront of IT technologies and services that include strategies and plans for staying abreast of emerging technologies and evaluating them for potential application to the NASA HQs work environment. Describe your understanding of disruptive technologies and introduction of technology infusion which resulted in innovative technologies or methodologies that improved personal and work-group productivity.

HITSS Program Data Management: Critical to the successful operations of the HITSS program will be the ability to collaboratively find and use information that is both essential and supportive of HITSS activities. Information regarding our baseline configurations, change management, task management, and proactive planning should be authoritative, available and navigable within and across related subject elements. To provide a comprehensive management view, ITCD plans on extending its current technical asset aggregation service (BIANCA) and join it with a new authoritative planning, resources and metric reporting environment: the Online Documentation Environment for Metrics, Analysis and Deliverables (On DEMAnD). The Offeror shall describe your approach to establishing the On DEMAnD service regarding how ingestion of data elements from new system sources (e.g. an Offeror's business system, a scheduling system, etc) will be integrated and aligned with existent data sources (e.g. ROSA, SOPR, Patchlink, BIANCA, etc). Describe your approach and techniques used for metadata and nomenclature management, including how it will facilitate query and search as well as providing and maintaining linkages between integrated schedules, task descriptions, task/project artifacts and CM documentation and drawings. Describe your proposed approach for designing, implementing and maintaining an information management system that facilitates finding relevant information, and maintains relationships between subject elements. Describe the processes and strategies used to ensure authenticity, accuracy, currency, and completeness. Describe your proposed approach and techniques to be used to ensure that the proposed information management system's is an effective source for performing planning, analysis, reporting, and trending.

IT Security: Describe the approach to providing for the work environment a safe and secure IT Infrastructure while facilitating the necessary flow of information for Headquarters employees to accomplish their mission. Describe your approach to a systems-based, integrated approach to the management of risks, including acceptance or mitigation, and the assessment of the tools, methodologies, techniques, and processes. Describe your approach to

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

integrate IT Security requirements and controls into all levels of projects and functional areas of the program in the NASA HQs environment. Describe your capabilities associated with real time or near real time risk management strategy as well as the application of this strategy to Certification and Accreditation requirements. Demonstrate how IT security is integrated into all processes encompassing prevention, recovery, compliance, and analysis. Describe your understanding of the risk-based approach to authorizing systems, including continuous monitoring versus certification and accreditation. Explain the approach to implementing streamlined security processes at NASA Headquarters that meet the Contract/Agency requirements and minimize impact on the customers. Describe the approach to accomplishing penetration testing, forensic analysis, and effective threat mitigation, including rationale for their selection. Describe your recommended IT Security technical system management best practices that would be applicable to this requirement and your understanding of statutory/regulatory compliance.

Phase-in Plan: The offeror shall provide a detailed phase-in plan that addresses, at a minimum, the offeror's approach to phase-in and demonstrates the Offeror's ability to assume full responsibility for Contract performance and ensure continuity and a smooth transition with the incumbent Contractor during the **30-day** phase-in period. Identify any risks to the Government in the phase-in period, assess their likelihood and consequence, and provide planned mitigation strategies, as appropriate. The phase-in plan shall also specifically address how ongoing work will be maintained, the proposed management organization, schedule, schedule milestones, staffing plan, alternate/backup staffing plans, subcontracting activities, and orientation and training of personnel. If the effort involves onsite performance, the offeror shall address their preparation for the timely processing of the Personal Identify Verification (PIV) requirements. If the phase-in plan assumes any dependency upon the incumbent Contractor, please identify. Also, specify the extent of involvement of NASA personnel during this period. Identify any assumptions made in your approach, your understanding of any external dependencies, and your understanding of the phasing of transition responsibilities.

The 30-day phase-in period will be accomplished through the issuance of a separate Contract vehicle.

Subfactor B—Representative Task Orders

During Contract performance, IDIQ tasks will be assigned in support of the Mission Directorates and Mission Support Offices. In order to provide a basis for evaluation of the technical approach for IDIQ tasks, three Representative Task Orders (RTOs) are included in **Enclosure 2** to describe possible task scenarios. The offeror shall provide written task plans addressing the technical objectives and requirements of each representative task scenario. In accordance with the Task Ordering Procedure clause in Section H of this RFP, each task plan shall identify the technical approach, performance metrics, project schedule, staffing plan including labor categories and projected hours, Government interface, the flow of activities from start to completion (including time line), and any other information required to determine the adequacy and reasonableness of the offeror's plan. The plan must be specific, detailed, and complete to demonstrate a clear and full understanding of the objectives; potential technical problems, risks, and critical issues; and possible problem mitigation/resolution. Any assumptions made in preparing a response to these representative tasks orders must be clearly stated.

Subfactor C-- Management Approach

The delivery of the Offeror's proposed management approach will be in the form of an oral proposal to the Government, **scheduled within 30 days** after delivery of the written proposal. A set of presentation charts will be submitted by the Offeror with its proposal. A set of presentation charts will be submitted by the Offeror with its proposal, in accordance with the prescribed format identified in L.19 (6) and L.21 (9). The purpose of requiring an oral proposal for management approach is to provide a coordinated and collaborative plan for oversight and execution of the PWS requirements.

Although the specific instructions for the presentation charts are provided in L.19 (6) and L.22 (9), the following areas of emphasis will comprise the content of the management approach proposal:

ORAL PRESENTATION

Organization: Provide an organizational chart for this program, identifying the major organizational elements and their interrelationships. The organizational chart should depict how this Contract fits into the corporate structure. In

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

addition, if significant subcontractors (defined as a subcontract expected to meet or exceed 10 percent of the total Core Contract value) are proposed, identify their interfaces to your organizational structure and provide a separate organization chart for each. In addition, identify interfaces with government counterparts.

Subcontractors: The Offeror should describe the approach to selecting subcontractors, if any, for participation in this procurement. If significant subcontractors are proposed, provide the basis for selection, the nature of the work to be performed, and methods for managing the interaction among the prime and all of the subcontractors to ensure that the proposed prime and subcontractors work as an integrated team.

Management: Provide information about the positions expected to be critical to the success of this Contract. Describe the positions and explain the approach to staffing them. For each critical position, provide a summary of duties and responsibilities, and minimum requirements for experience, education, certifications/licensing. Include the position title and to whom the position reports.

Staffing and Workforce Development: Describe the approach to staffing the Contract to ensure the appropriate level of expertise, experience, and required skill sets to meet the Contract requirements. Explain the methods and approach to staffing critical vacancies in an expeditious manner to avoid schedule delays. If you are proposing to use an incumbent capture approach as part of your staffing approach, please identify the anticipated incumbent capture percentage and the details associated with your approach. Additionally, please provide a backup plan that describes the approach you would take if your primary staffing approach was not successful. Describe plans to keep personnel up-to-date with training, certifications, and developmental experiences to improve the quality of services provided under this Contract.

Quality Assurance: The Offeror should describe the approach to implement and maintain a quality assurance process to ensure that products and services delivered conform to Contract requirements, reflect industry best practices, minimize rework, and are consistent with a lifecycle approach. Describe your understanding of quality assurance as a means to proactively reduce or prevent quality issues and how your Quality Assurance program would improve customer confidence in the Contract deliverables.

Collaboration: Describe your approach to coordinating project planning and execution when it involves other NASA Contractors as the lead responsible for integration and project delivery. Include your approach for negotiating and maintaining memoranda of understanding, service level agreements and similar written procedures where consistent coordination is required. Describe your approach to respond quickly to service outages, IT security issues or similar examples where effectiveness of coordinating across organizational boundaries is required quickly. Describe the approach to interfacing with the Government and other Contractors within ITCD and the Agency to establish trust, meet commitments, and work together to meet common goals.

Business Systems Infrastructure: Describe your current capabilities and future plans to provide an integrated business systems infrastructure, including subcontractors, that is responsive, robust and scaled to meet the Contract reporting requirements (e.g. task order reporting/management, NASA 533 reporting, invoicing), and explain how it will be leveraged for collaborative planning, analysis and forecasting.

Unique Corporate Capability: Describe the distinguishing factors that set you apart from others that are similarly placed in the market and how these qualities are applicable to the HITSS Contract. These factors may include a demonstration that the company fosters a learning culture, that it embraces and responds thoughtfully to change, that it quickly masters and introduces new technologies to the workplace, that it is both resilient and nimble while serving complex business environments, and that it understand and translates customer requirements into “game changing” solutions in terms of competitiveness and life cycle costs.

Total Compensation Plan: Provide an overview of your written Total Compensation Plan (TCP), including special features of your non-monetary benefits package and your approach on ensuring you are able to hire and retain the quality of employees necessary to fulfill the requirements of this contract.

Safety and Health Plan: Provide an overview of your written Safety and Health Plan to describe how you will ensure that supplies and services are furnished in a safe and healthful manner and describe how you will develop, produce, and/or deliver products to NASA that will be safe and successful for their intended use.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

WRITTEN DOCUMENTS (to be provided separately)

Total Compensation Plan: The offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The required professional compensation plan must:

Classify all labor categories proposed as "exempt" or "non-exempt" positions. Briefly define the terms "exempt" and "non-exempt" as used by your organization and correlate your definition with that provided for in the Code of Federal Regulations.

Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

In accordance with the **Exhibits 1F and 1G** "Fringe Benefit Chart", the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Proposal must not include **Exhibits 1F and 1G** but should reference where the information appears in the Cost Proposal.)

Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

Safety and Health Plan: The offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, "Safety and Health Plan". The offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements."

This plan, as approved by the Government, will be included in any resulting Contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website:

<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>

The offeror shall indicate if any of the standard contents of the Safety and Health Plan, as prescribed by NPR 8715.3, would not be applicable to this specific Contract, and provide an explanation for that determination.

4. Deviations/Exceptions (Mission Suitability Proposal)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these mission suitability proposal instructions or to any of the technical requirements of this solicitation, such as the statement of work and related specifications.

(End of text)

L.23 COST VOLUME (NOV 2010)

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR 2.101.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. Instructions

An important prerequisite for the award of the Contract is the prime offerors must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to Contract award. While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs by cognizant Defense Contract Audit Agency (DCAA) offices. The cost proposal should be prepared in a manner consistent with your current accounting system.

The required format for other than cost or pricing data is for evaluation purposes. The cost for any resultant Contract will be awarded on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in the Cost Accounting Standards Board Disclosure Statement required by Public Law 100-679, if applicable. If the Offeror's estimating and/or accounting practice differs from the required cost proposal format, the costs should be computed in accordance with the Offeror's normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect cost.

Final monetary extensions in the cost proposal may be expressed as the closest whole dollar amount, with cents omitted.

Duty charges, if any shall be included in the cost, regardless of whether or not duty free certificates are obtained

A "subcontract" is any Contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed. For significant subcontracts expected to exceed 10% of the proposed Contract value or 10% of a proposed Representative Task Order (RTO) estimate; the proposed subcontractor shall provide the same cost exhibits and supporting information that is requested from the prime Offeror. Prospective significant subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP.

The Offeror shall submit electronic copies of the cost proposal charts contained in the referenced exhibits in Microsoft Excel format on CD-ROMs. Two copies of the CD-ROMs shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies. The Offeror shall include all formulas in the cost charts to substantiate the whole dollar amount proposed. The Offeror shall certify that all disks are virus-free. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

Offerors, including proposed significant subcontractors, shall submit one copy of their cost proposal directly to your cognizant DCAA auditing office by the due date specified on the solicitation face page, Standard Form 33, Block 9. The name, mailing address, email address, and phone number of the cognizant DCAA office are to be included in the written narrative of the Offer Volume. Please ensure that all contact information provided is current and correct.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. Also, any experience factors (unit prices, hours, quantities, etc.) and judgmental projections shall be explained. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs.

The Offeror shall provide an explanation of the rationale for the proposed indirect rates. Unless the rates are part of a Forward Pricing Rate Agreement, include the derivation. Also provide the actual indirect rates realized for the last three Contractor fiscal years, annotating if the rate is audited or unaudited. The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

proposed, explain why. The offeror shall also discuss the rationale for any escalation proposed for the other cost elements. The offeror shall also include the company's escalation history for each other cost element experienced in the past three years.

The Government does not intend to issue a separate task order for overall Contract program management. Accordingly, in accordance with the Offeror's approved accounting system, clearly indicate how program management costs will be captured and charged. Program management costs must be included in the Core cost proposal and RTO cost estimates in accordance with the instructions in Section 2 below.

The Offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost in all task orders. The supporting rationale associated with these proposed ODC expenses shall also be submitted.

In order to establish the reasonableness and realism of the proposed costs, and the extent to which costs reflect performance addressed in the Mission Suitability Proposal, each Offeror, including proposed significant subcontractors, shall submit the other than cost or pricing data described in Section 2 below.

2. Cost Proposal Format

A. COST FORMAT FOR THE ESTIMATED CORE REQUIREMENT (RFP EXHIBITS 1A THROUGH 1K):

(1) SUMMARY OF ESTIMATED COST AND INCENTIVE FEE.

Exhibit 1A summarizes the elements of cost and incentive fee, by year, for the entire five year period of performance based on bid labor and bid indirect burden rates. The Offeror shall complete the TBP percentage amount in clause B.8 Incentive Fee to a tenth of a percent (e.g.) 7.3%.

(2) ELEMENT OF COST BY PWS SECTION.

Exhibit 1B summarizes the elements of cost by PWS Section and Subsection [i.e., 2.0, 3.0, 4.0, 5.0, etc.] , starting at section 2.0, for each Contract year, based on bid labor and bid indirect burden rates.

Offerors shall distribute the Non-Proposed Costs provided in Clause B.5 for the Basic year and each Option among the WBS levels noted below in Exhibit 1B, as applicable:

Cost Element	<u>BASIC YEAR</u>	<u>OPTION YEAR 1</u>	<u>OPTION YEAR 2</u>	<u>OPTION YEAR 3</u>	<u>OPTION YEAR 4</u>
	<u>WBS</u>	<u>WBS</u>	<u>WBS</u>	<u>WBS</u>	<u>WBS</u>
Travel	2.0	2.0	2.0	2.0	2.0
Training	2.0	2.0	2.0	2.0	2.0
Maintenance Agreements	2.0	2.0	2.0	2.0	2.0
HITSS Catalog Purchases	2.0	2.0	2.0	2.0	2.0
Life Cycle Refresh	2.0	2.0	2.0	2.0	2.0
Tactical Plan	2.0	2.0	2.0	2.0	2.0
Miscellaneous	2.0	2.0	2.0	2.0	2.0

(3) BASIS OF ESTIMATES (BOE)

The BOEs are for the entire five year period of performance by PWS Level 1 [e.g., 2.0, 3.0, 4.0, 5.0, etc.]. The Offeror shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs [only includes those ODCs over and above the estimated non-proposed costs already provided by the Government], etc. required for successful performance of each PWS Level 1. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

information provided under this section, along with audit information, will be used to assess the cost realism aspect of Mission Suitability.

As a minimum, include the following information in the BOE in the format that is most convenient, preferably the format which shall be used for the actual Contract performance:

- Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a brief reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.
- Complexity factors utilized--all factors must be identified
- Explain in detail how your Program Management and Administrative Support are costed. If direct, explain the estimating approach and assumptions (hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.
- Use of any established cost-estimating relationships
- How subContracts were estimated. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in Section 1 instructions above, BOEs must be provided for that subcontract following the above specified format.
- An explanation of how all materials, computer services, equipment, and other direct costs were estimated other than those captured in non-proposed costs.

BOEs shall be submitted by both the Prime Offeror and all significant subcontractors and shall comply with the BOE page limitations set forth in PROPOSAL PREPARATIONS—GENERAL INSTRUCTIONS provision of this RFP.

(4) RESERVED

(5) SUMMARY OF INDIRECT RATES

Offerors shall complete **Exhibit 1C** summarizing the proposed onsite and offsite indirect rates by Contract year and their basis of application. Offerors may modify the exhibit, as necessary, to add any additional indirect rates utilized in their proposal.

(6) PROBABLE SUBCONTRACTS

Offerors shall complete **Exhibit 1D** summarizing the activities that the offeror proposes to subcontract out.

(7) PRODUCTIVE WORK YEAR CALCULATIONS

Exhibit 1E summarizes the Contractor's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(8) FRINGE BENEFITS EXHIBITS

As addressed in the Mission Suitability Proposal instructions (Subfactor C), the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit in **Exhibits 1F and 1G**, Fringe Benefits Charts. Two exhibits shall be submitted, one containing the average of fringe benefit

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories.

(9) SOURCE OF PERSONNEL

Exhibit 1H shows the offeror's plans to obtain the required personnel for Contract performance. The offeror shall show the total number of staff proposed for each position, how many are available from within the company, and how many will be newly hired.

(10) PHASE-IN PLAN

Offerors shall propose the total firm-fixed-price associated with the 30-day phase-in period, which will be performed under a separate, firm-fixed-price order. **Exhibit 1I** shall be used to state the proposed price for the phase-in, which is expected to commence on or about **TBD**.

(11) DCAA AND DCMA INFORMATION

Offerors shall complete **Exhibits 1J** and **1K** and provide the requested information necessary to contact appropriate audit authorities regarding the Offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provided is current and accurate.

B. COST FORMAT FOR THE ESTIMATED IDIQ REQUIREMENT (RFP EXHIBITS RTO 2A2D):

(1) DIRECT LABOR AND INDIRECT RATES MATRIX

Offerors shall complete **Attachment B**, Direct Labor Rates, Indirect Rates, and Maximum Available Fee Matrices, for each Contract year. The direct labor and indirect rates are "not to exceed" bid rates. During Contract performance, offerors will be permitted to offer costs for task orders to be placed at lower rates than are listed in these matrix in accordance with the "TASK ORDERING PROCEDURE" and "SUPPLEMENTAL TASK ORDERING PROCEDURES" clauses of this Contract. The labor categories proposed must reflect all labor categories and levels within each category anticipated to perform the requirements of the Performance Work Statement and Representative Task Orders and should range from entry level to the most senior level.

In **Attachment B**, the prime Offeror shall propose unburdened direct labor rates for all labor categories in Section 1 and all individual bid indirect rates in Section 2, clearly delineating on-site and off-site rates. The Offeror's fee rates included in Section 3 of the matrix shall be used to calculate the incentive fee and fixed fee, as applicable, for performing all task orders issued under the resultant Contract. In Section 4, the Offeror shall include a fully-loaded direct labor rate matrix for each significant subcontractor as defined in section L.19, paragraph (a)(2). . In Section 5, provide Position Descriptions for all Offeror proposed direct labor categories specified in Section 1 and all significant subcontractors proposed direct labor categories specified in Section 4. Position Descriptions for each labor category proposed shall not exceed ½ page in length.

(2) RTO SUMMARY OF ESTIMATED COST AND INCENTIVE FEE

Exhibit RTO-2A summarizes the elements of cost and incentive fee, for all 3 Representative Task Orders based on bid labor and bid indirect burden rates.

(3) REPRESENTATIVE TASK ORDER (RTO) COSTS

Offeror shall complete **Exhibits 2A-2DRTO-2B and RTO-2C** for each of the Representative Task Orders. In these exhibits, Offerors shall include all costs (direct labor, indirect costs, ODCs, and fee) associated with performing the RTOs. Offerors shall use the "not to exceed" bid rates proposed in **Attachment B** for pricing all RTOs.

In addition to the summary cost proposal exhibit for each RTO, Offerors shall provide detailed back-up cost spreadsheets that include the following elements by month:

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- Prime and, if proposed, significant subcontractor(s) labor, including labor hours, rates, and categories for personnel, for both onsite and offsite personnel (**Exhibits RTO-2B and RTO-2C**);
- Contract Program Management and Administrative Support costs; include and identify, if not included in indirect costs;
- Indirect labor burden(s) (i.e. Overhead and Fringe Benefits (if separate pool)), for both onsite and offsite;
- Other Direct Costs (ODCs), including detailed breakout of materials, equipment, travel, computer services, subcontracts, and any other miscellaneous other direct costs;
- General & Administrative burden(s)
- Fixed Fee

(4) BASIS OF ESTIMATES (BOE)

The BOEs are for the Representative Task Orders only. Each RTO cost proposal shall include a separate BOE section. The Offerors shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for successful performance of each RTO at the lowest PWS Level only (PWS Level 1). Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The information provided under this section, along with audit information, will be used to assess the cost realism aspect of Mission Suitability.

As a minimum, include the following information in the BOE in the format that is most convenient, preferably the format which shall be used for the actual Contract performance:

- Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a brief reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.
- Complexity factors utilized--all factors must be identified
- Explain in detail how your Program Management and Administrative Support are costed. If direct, explain the estimating approach and assumptions (hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.
- Use of any established cost-estimating relationships
- How subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in Section 1 instructions above, BOEs must be provided by that significant subcontract following the above specified format.
- An explanation of how all materials, computer services, travel, equipment, and other direct costs were estimated.

BOEs shall be submitted by both the Prime Offeror and all significant subcontractors and shall comply with the BOE page limitations set forth in PROPOSAL PREPARATIONS—GENERAL INSTRUCTIONS provision of this RFP.

(5) PROBABLE SUBCONTRACTS

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Offerors shall complete **Exhibit RTO-2D** summarizing the activities that the offeror proposes to subcontract out by RTO.

3. Deviations/Exceptions (Cost Volume)

Explain any deviations, exceptions, or conditional assumptions taken with respect to the cost volume instructions or requirements. Any deviations, exceptions, etc. must be supported by sufficient amplification and justification to permit evaluation.

(End of provision)

L.24 PAST PERFORMANCE VOLUME (SEP 2010)

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size, content, and/or complexity to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the offeror's past performance as related to the requirements of the proposed Contract.

(a) INFORMATION FROM THE OFFEROR

Prime Offerors shall furnish the information requested below for all of your most recent Contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of **\$3M** that your company has had within the last **3 years** of the RFP release date. Indicate which Contracts are most related (i.e. similar in size, content, and/or complexity) and how they are related to the proposed effort, as well as which Contracts were performed by the division of your company (if applicable) that will perform the proposed Contract/subcontract.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of 10% of the total Core Contract value or 10% of the total value of any proposed RTO. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last **3 years** of the RFP release date with a minimum average annual cost/fee incurred of at least **10%** of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of \$50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of \$16M, the offeror shall provide relevant current/past Contract references that have a minimum average annual cost/fee incurred at/above *\$1.6M (10% of \$16M)* for that significant subcontractor.

If a prime offeror or significant subcontractor is submitting past performance data on a current/past Contract vehicle that includes multiple tasks, orders, etc, all effort under that Contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating Contract relevance for the proposed requirement.

The offeror shall provide an estimated value and percentage of work to be performed on this Contract by the prime offeror and each significant subcontractor. Offerors shall estimate prime Contract and significant subcontract percentages and value based on an assumption that the Contract will meet the Maximum Ordering Value and performance will reflect all areas of the statement of work (offerors shall also consider other RFP information and available historical performance data in this estimate). Indicate the primary functions (PWS, WBS, etc) to be performed by the prime offeror and each proposed significant subcontractor. Indicate which Contracts are most related (i.e. similar in size, content, and/or complexity) and how they are related to the proposed effort, as well as which Contracts were performed by the division of your company (if applicable) that will perform the proposed Contract/subcontract.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for Contract performance such that the parent or affiliate or predecessor will have meaningful involvement in Contract performance.

The offeror shall provide the following information on all past/current Contract references that meet the above criteria for the prime offeror and each significant subcontractor. All subcontractor proprietary documents should be directly submitted to the Government in a sealed envelope:

- Customer's name, address, and telephone number of both the lead Contractual and technical personnel most familiar with the offeror's performance record. *(Please verify the telephone numbers provided are current and correct).*
- Cage Code and/or DUNS Number of the Contractor performing the work.
- Contract number, type, and total original and present or final Contract value.
- The current Contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year Contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the offeror over the duration of the Contract was \$43,500,000.

In this example, an Offeror would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

Average Annual Cost/Fee Incurred to Date: \$18,669,528 (\$43,500,000/2.33 years)

- Date of Contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of Contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the Contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- List any Contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the Contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include Contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as **Enclosure 3** for each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. Questionnaires can also be e-mailed electronically to the Contracting Officer at Ricarda.E.Mason@nasa.gov. The government requests that the questionnaire respondents be both the responsible Contracting Officer and Contracting Officer's Technical Representative as individuals who possess direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA Contracts, other Government Contracts, and commercial Contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this Contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Goddard Space Flight Center
Attn: RICARDA MASON, Code 210.H
Bldg. 17, Rm. S112
Greenbelt, MD 20771
Telephone: 301-286-6718
FAX: 301-286-0356

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and Contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(c) SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(End of provision)

L.25 PROPOSAL MARKING AND DELIVERY (JAN 2010)

(Offeror: You MUST comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your proposal to the Contracting Officer.)

1. External Marking of Proposal Package(s)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

All proposal packages must be closed and sealed.

The proposal package must include the offeror's name and return mailing address.

The required mailing address and external marking for proposals is as follows:

"Goddard Space Flight Center
Greenbelt, MD 20771
Building 16W—Shipping and Receiving Dock
Solicitation Number: NNH11351229R
Attn: Ricarda E. Mason

L.26 PROPOSAL--DELIVER UNOPENED"

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 16W SHIPPING AND RECEIVING DOCK, NO LATER THAN (OFFEROR—ENTER DATE AND TIME)."

2. Designated Receiving Office

The designated receiving office for proposals is the Shipping and Receiving Dock, Building 16W, Goddard Space Flight Center, which must be accessed from Hubble Road off of Soil Conservation Road, north from Greenbelt Road. Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page.**

The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Proposals must be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is no public access to the Building 16W Shipping and Receiving Dock. GSFC passes are required for access to the receiving dock.

3. Methods of Proposal Delivery

There are three suggested methods of delivery to the designated proposal receiving office:

U.S. Postal Service Express Mail
Commercial Delivery Service
Delivery by company employee or other individual agent

It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.

If proposals are going to be delivered by a company employee or other individual agent that does not already have badged access to NASA/GSFC, the offeror MUST comply with the following instructions and allow sufficient time (potentially one hour or more) for security processing through the North Gate on Hubble Road:

- a. Vehicle must use the Truck Inspection lane (far right lane).
- b. Driver (and any passenger(s)) must be a U.S. Citizen (no exceptions).

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- c. Driver shall state that they are delivering a proposal and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and proposal due date. The delivery date should be within 1 week of the proposal due date. The solicitation number shall match the solicitation number on the properly marked proposal packages (see section 1 of this provision).
- d. Driver (and any passenger(s)) must provide a valid Driver's License to the Security Officer for identification and recording purposes.
- e. Vehicle must undergo a GSFC Security vehicle inspection.
- f. Driver will be provided with a pass authorizing them to proceed directly to the Shipping and Receiving Dock, Building 16W, ONLY.
- g. After delivering the proposal, the vehicle must immediately exit GSFC back through the North Gate.
- h. If the Solicitation documentation is not provided, the proposal packages are not properly marked, or the driver/vehicle does not pass security procedures, the driver may not be granted access through the North Gate and will be instructed to go the GSFC Main Gate on Greenbelt Road for security processing. If this happens, the driver should contact the Contracting Officer named in this solicitation for further assistance. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services are highly encouraged.

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 PROSPECTIVE CONTRACTOR RESPONSIBILITY

(a) The standards and procedures for determining whether prospective Contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective Contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective Contractor responsibility, a finding of non-responsibility can be made at any time prior to Contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

(b) The following special standards of responsibility have been established for this procurement: NONE

(End of text)

M.2 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL (JUL 2009)

1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA Source Evaluation Boards" will apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

2. Evaluation Factors and Subfactors

The evaluation factors are Mission Suitability, Cost, and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactor. Only the Mission Suitability factor is numerically scored.

3. Relative Order of Importance of Evaluation Factors

The Cost Factor is significantly less important than the combined importance of the Mission Suitability Factor and the Past Performance Factor. As individual factors, the Cost Factor is less important than the Mission Suitability Factor but more important than the Past Performance Factor.

(End of provision)

M.3 SUBCONTRACTING ARRANGEMENT INFORMATION

The SEB will perform an analysis to ensure no ostensible subcontract relationship has been proposed. The SBA Ostensible Subcontracting Rule Information will be evaluated to verify the offeror is eligible for award as a small business. If it appears an ostensible subcontract may have been proposed, the proposal evaluation may proceed until a final determination is made. The Government may request additional information to analyze. Offerors are advised that evidence of non compliance with Provision L.20 item (c)(7), SBA Ostensible Subcontractor Rule Information, or FAR 52.219-14, Limitations on Subcontracting, may result in elimination of the Offeror from further consideration for award at any time during the procurement process.

M.4 MISSION SUITABILITY FACTOR (OCT 2010)

The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts and accomplishments associated with each subfactor or whether they are overstated or understated for the effort to be accomplished as described by the offeror and evaluated by NASA. The offeror's

SECTION M – EVALUATION FACTORS FOR AWARD

justification for the proposed resources will be considered in this evaluation. If the offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of, or commitment to, the requirements.

1. Mission Suitability Subfactors and Description of Each Subfactor

Subfactor A –Technical Approach

The proposal shall be evaluated on the following areas of emphasis:

Customer Service Customer Relationship Management: The government will evaluate the effectiveness of the Offeror's approach to Customer Relationship Management, including communication, relationship building and stakeholder management, business process modeling, and customer assessment. The Government will also evaluate the Offeror's approach to proactively supporting all ITCD programs, projects, and services in a comprehensive "one-call-does-it-all" manner. The Government will evaluate the depth of the Offeror's understanding of the NASA Headquarters (HQs) customers' lines of business and technical requirements, the effectiveness of the Offeror's approaches to establish and maintain effective relationships with these customers, keep lines of communication open, and assessing customer satisfaction.

Project Management Discipline: The government will evaluate the depth and thoroughness of the Offeror's understanding of project management life cycle processes and best practices in a NASA IT environment. The Government will also evaluate the extent to which the Offeror has obtained project management-based and other related certifications that demonstrate an understanding of IT Project Management life-cycle principles.

Applications Environment: The Government will evaluate the effectiveness of the Offeror's approach to managing a mixed environment of legacy application support and new application development. The Government will also evaluate the effectiveness of the Offeror's strategies for application development, including tools, techniques, and methodologies for data management and delivering systems that align with the customer's needs. The Government will evaluate the efficiency with respect to the duration, management, and reuse of code, logic and metadata. In addition, the Government will evaluate the effectiveness of the Offeror's strategy for modernizing a legacy application environment. The Government will evaluate the effectiveness of the Offeror's approach to delivering customized applications quickly that meet customer's needs, including insertion of any modern industry web technologies.

Data Center: The government will evaluate the thoroughness of the Offeror's approach and methodology to demonstrating a full understanding of the use of automated tools associated with data center operations and management in a multi-platform environment consisting of standalone and virtual servers. The government will evaluate the Offeror's understanding of data center critical systems and service parameters to be monitored. The government will evaluate the effectiveness of the Offeror's methodology for the implementation and management of IT security tools that include Intrusion Detection Systems (IDS) and content filtering and patch management. The Government will evaluate the effectiveness of the Offeror's approach to manage and maintain the HQ Data Center to ensure availability, reliability, and uninterrupted services at all times. The Government will evaluate the effectiveness of the Offeror's approach to managing critical elements of Data Center management, including capacity planning, performance management, system and service monitoring, system build and deployments, patch management, and IT Security tools and capabilities.

Systems Engineering and Integration: The government will evaluate the effectiveness of the Offeror's systems engineering and integration approach to the entire operation. The government will evaluate the efficiency and effectiveness of the Offeror's approach for design and implementation of new IT capabilities and services; technical forecasting and studies; participation in agency and external working groups; pro-active trouble-shooting and problem resolution; and HQ IT planning. The government will assess the Offeror's demonstration of being at the forefront of IT technologies and services. The government will evaluate the effectiveness of the Offeror's strategies and plans for innovation including staying abreast of emerging technologies and evaluating them for potential application to the Headquarters work environment. The government will evaluate the thoroughness of the Offeror's understanding of disruptive technologies and introduction of technology infusion which resulted in innovative technologies or methodologies that improved personal and work-group productivity.

SECTION M – EVALUATION FACTORS FOR AWARD

HITSS program Data Management: The Government will evaluate the effectiveness of the proposed approach to establishing the On DEMAnD service regarding how ingestion of data elements from new system sources (e.g. an Offeror's business system, a scheduling system, etc) will be integrated and aligned with existent data sources (e.g. ROSA, SOPR, Patchlink, BIANCA, etc). The Government will evaluate the effectiveness of the proposed approach and techniques used for metadata and nomenclature management, including how it will facilitate query and search as well as providing and maintaining linkages between integrated schedules, task descriptions, task/project artifacts and CM documentation and drawings. The Government will evaluate the efficacy of the proposed approach for designing, implementing and maintaining an information management system that facilitates finding relevant information, and maintains relationships between subject elements. The Government will evaluate the effectiveness of the processes and strategies used to ensure authenticity, accuracy, currency, and completeness. The Government will also evaluate the effectiveness of the proposed approach and techniques used to ensure that the proposed information management system can be used as a source for performing planning, analysis, reporting, and trending.

IT Security: The Government will evaluate the effectiveness of the Offeror's approach to providing a safe and secure IT Infrastructure while facilitating the necessary flow of information for Headquarters employees to accomplish their mission. The government will evaluate the effectiveness and efficiency of the Offeror's systems-based, integrated approach to the management of risks that have been accepted or scheduled for mitigation including assessment of the tools, methodologies, techniques, and processes. The Government will evaluate how effectively the proposed approach integrates IT Security requirements and controls into all levels of projects and functional areas of the program in the NASA HQs environment. The government will evaluate the Offeror's capabilities associated with real time or near real time risk management strategy as well as the application of this strategy to Certification and Accreditation requirements. The Government will evaluate the effectiveness of the Offeror's approach to integrate IT security into all processes encompassing prevention, recovery, compliance, and analysis. The Government will evaluate the depth of the Offeror's understanding of implementing a risk-based approach to authorizing systems, including continuous monitoring versus certification and accreditation. The government will evaluate the efficacy of the offeror's approach to streamline security processes at NASA HQ, including compliance with Contract/Agency requirements and how effectively the approach minimizes impact to customers. The government will evaluate the effectiveness of the Offeror's approach and methodologies utilized for penetration testing, forensic analysis, and threat mitigation. The government will evaluate the Offeror's IT Security technical system management best practices and understanding of statutory/regulatory compliances

Phase-In Plan: The Phase-In Plan will be evaluated for completeness, reasonableness, efficiency, effectiveness, and level of detail that demonstrates the Offeror's ability to assume full responsibility for Contract performance and ensure continuity and a smooth transition with the incumbent Contractor during the 30 days after the phase-in period begins. The risks to the Government in the phase-in period will be assessed for risk (likelihood and consequence) and mitigation strategies. The effectiveness of the Offeror's approach will be evaluated regarding how ongoing work will be maintained, as well as the effectiveness of the proposed management organization, schedule, schedule milestones, staffing plan, alternate/backup staffing plans, subcontracting activities, and orientation and training of personnel. The Government will evaluate the effectiveness of the Offeror's approach for the timely processing of the Personal Identify Verification (PIV) requirements, as appropriate, and any dependencies on the incumbent Contractor or the involvement of NASA personnel during this period. Proposals will be evaluated on the realism of assumptions, appropriateness of understanding of external dependencies, and the details in the proposed phasing of transition responsibilities.

Subfactor B –Representative Task Order(s) (RTO)

The Offeror's three RTO submissions will serve as a basis for the evaluation of how the Offeror will carry out specific, hypothetical IDIQ tasks under this Contract. The Government will evaluate the soundness and efficiency of the Offeror's written task plan to fulfilling all technical objectives and requirements of the individual RTOs. In addition, the Government will evaluate the adequacy, efficiency and completeness of the Offeror's performance metrics, project schedule, performance risks, staffing plan (including skill mix and level of staffing need to accomplish the objectives), identified Government interfaces, and other salient deliverables to satisfy the requirements of each RTO. The Government will also evaluate the Offeror's ability to identify potential performance risks presented by the RTOs, as well as the Offeror's proposed approach to mitigating those problems and risks. The Government will evaluate the reasonableness of any assumptions made in addressing the RTO's, and

SECTION M – EVALUATION FACTORS FOR AWARD

will also evaluate whether the proposed approach to the RTO(s) are consistent with the Offeror's Technical Approach. The Government will also evaluate the effect on performance of any assumptions made by the offeror.

Subfactor C –Management Approach

The Government will evaluate the Offeror's overall Management Approach to assess the effectiveness, efficiency, and adequacy of the proposed approach to technical management, business management, and subcontract management interfaces to ensure delivery of services and products in accordance with the government PWS and the Offeror's proposal. The following areas of emphasis will comprise the management approach content that will be evaluated:

ORAL PRESENTATION

Organization: The government will assess the appropriateness of the Offeror's organizational structure (considering both prime Contractor and all significant subcontracted portions of the effort), and the extent to which the proposed structure includes a seamless interface with corporate, subcontractor, and government counterparts. The government will evaluate how the proposed organization ensures the Offeror's ability to provide the services proposed and to integrate the various functions outlined in the government PWS and Offeror's proposal, and how effectively the organization enhances and optimizes overall program control.

Subcontractors: The government will assess the Offeror's use of significant subcontracts, if proposed, relative to their benefits to NASA, the reasonableness and extent of the functional split of responsibilities between prime and significant subcontractor(s), the functionality of these arrangements in meeting the PWS requirements, and the effectiveness of the proposed approach for managing these arrangements to assure that the Government obtains an integrated team.

Management: The government will evaluate the appropriateness and completeness of the Offeror's description and explanation of critical positions and why they are vital to the success of this Contract. The government will also evaluate the appropriateness and reasonableness of the qualifications for each critical position proposed, the effectiveness of the Offeror's approach to staffing these positions, the appropriateness and effectiveness of the duties and responsibilities of each position, and the appropriateness of the minimum requirements for experience, education, and certification/licensing for each position.

Staffing and Workforce Development: The government will evaluate the Offeror's ability and readiness to staff the Contract with personnel possessing the expertise, experience, and required skill sets to meet the Contract requirements. The government will evaluate the effectiveness of the Offeror's plan for staffing critical vacancies expeditiously to avoid any schedule delays. The Government will evaluate the reasonableness of the anticipated incumbent capture percentage, if proposed, and the effectiveness of the offeror's approach to achieving that percentage. The Government will evaluate the reasonableness and effectiveness of the proposed backup plan if the proposed primary staffing approach is not successful. The government will evaluate the effectiveness of the Offeror's philosophy and approach for fostering workforce development through training, certifications, continuing education and other developmental opportunities, and the effect of these philosophies and approaches on the quality of services provided under the resultant Contract.

Quality Assurance: The government will evaluate the effectiveness of the Offeror's approach to implementing and maintaining a quality assurance program that ensures products and services delivered conform to Contract requirements, reflect industry best practices, minimize rework, and are consistent with a specified lifecycle approach. The government will evaluate the extent to which the Offeror's approach demonstrates an understanding of quality assurance as a means to proactively reduce or prevent quality issues and how their Quality Assurance program would improve customer confidence in the Contract deliverables.

Collaboration: The government will assess the effectiveness of the Offeror's approach to coordinating project planning and execution when it involves other NASA Contractors as the lead responsible for integration and project delivery. This assessment will include the Offeror's approach to negotiating and maintaining memoranda of understanding, service level agreements and similar written procedures where consistent coordination is required. The government will evaluate the Offeror's ability to respond quickly to service outages, IT security issues or

SECTION M – EVALUATION FACTORS FOR AWARD

similar examples where effectiveness of coordinating across organizational boundaries was required quickly. The government will evaluate the effectiveness of the Offeror's approach interfacing with the Government and other Contractors within ITCD and the Agency to establish trust, meet commitments, and work together to meet common goals.

Business Systems Infrastructure: The government will evaluate the Offeror's understanding of managing a Contract of this size to include a description of how they would provide an integrated business systems infrastructure (tool set) to ensure Contract reporting requirements (e.g. task order reporting/management, NASA 533 reporting, invoicing) are satisfied. The effectiveness of the proposed business systems infrastructure will also be evaluated for how it supports collaborative planning, analysis, and forecasting.

Unique Corporate Capability: The government will evaluate the Offeror's corporate capabilities that serve as differentiators in the evaluation and assessment process, including demonstration that it is a learning culture, that it embraces and responds thoughtfully to change, that it quickly masters and introduces new technologies to the workplace, that it is both resilient and nimble while serving complex business environments, and that it understand and translates customer requirements into "game changing" solutions in terms of competitiveness and life cycle costs.

Total Compensation Plan: The Government will evaluate the soundness of the offeror's approach presented during the oral presentations, including demonstration of a competitive benefits package and the ability to hire and retain the quality of employees necessary to fulfill the requirements of this contract.

Safety and Health Plan: Safety for NASA's civil service and contracted employees is a top priority. The Government will evaluate the adequacy of the offeror's Safety and Health Plan overview presented during the oral presentations to ensure that supplies and services are furnished in a safe and healthful manner, and that the offeror has a sound plan to develop, produce, and/or deliver products to NASA that will be safe and successful for their intended use.

WRITTEN DOCUMENTS:

Total Compensation Plan: The Government will evaluate the written proposed Plan to ensure that ~~it~~ reflects a sound management approach and understanding of the Contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. The plan will be evaluated to determine if it meets the requirements of NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees."

~~Safety and Health Plan: Safety for NASA's civil service and contracted employees is a top priority. The Government will evaluate the adequacy of the offeror's Safety and Health Plan to ensure that supplies and services are furnished in a safe and healthful manner, and that the offeror develops, produces, and/or delivers products to NASA that will be safe and successful for their intended use.~~

The offeror's written Safety and Health Plan will be evaluated for compliance with applicable Federal and State statutory and regulatory requirements, as well as compliance with NPR 8715.3, NFS 1852.223-73 and applicable NASA Agency-wide and Installation specific policies and/or procedures including the adequacy of protection of life, health, and well being of NASA and Contractor employees, property and equipment. Further, the Safety and Health Plan will be evaluated to determine the adequacy of protection for subcontractor employees for any proposed subcontract.

2. Evaluation Findings

The Government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following:

SECTION M – EVALUATION FACTORS FOR AWARD

Weakness – a flaw in the proposal that increases the risk of unsuccessful Contract performance

Significant Weakness – a proposal flaw that appreciably increases the risk of unsuccessful Contract performance

Deficiency – a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful Contract performance to an unacceptable level

Strength – a proposal area that enhances the potential for successful performance or contributes toward exceeding the Contract requirements in a manner that provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).

Significant Strength – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the Contract requirements in a manner that provides additional value to the government.

3. Weights and Scoring

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1000 point scale.

The weights (points) associated with each of the Mission Suitability subfactors are as follows:

	<u>Points</u>
Subfactor A—Technical Approach	<u>400</u>
Subfactor B—Representative Task Orders	200
Subfactor C—Management Approach	<u>400</u>
<i>Total</i>	<i>1000</i>

The Mission Suitability subfactors will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

The Mission Suitability evaluation will include the results of any cost realism analysis. The realism of proposed costs may significantly affect the offeror's Mission Suitability score.

(End of provision)

M.5 COST EVALUATION FACTOR (Jul 2009)

The proposed costs of the Core Requirement, Representative Task Orders (RTOs) and the rates proposed in Attachment B, Direct Labor Rates, Indirect Rates and Fee Matrices, will be assessed to determine reasonableness and cost realism. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost".

The total Core probable cost and fee presented to the Source Selection Authority (SSA) will include the probable cost, proposed target technical incentive fee amount, and the cost incentive fee amount calculated based on the probable cost and the share ratio as specified in Clauses B.7, B.8, and B.11.

SECTION M – EVALUATION FACTORS FOR AWARD

The total FFP Phase-In price and the proposed and probable Core costs will be presented to the Source Selection Authority as well as any cost risks associated with the RTOs and Attachment B.

(End of text)

M.6 PAST PERFORMANCE EVALUATION FACTOR (NOV 2010)

An offeror's past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the "recent" and minimum average annual cost/fee expenditures criteria provided below for both prime Contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term "offeror" refers to a prime Contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the offeror. The past performance of the prime Contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A "recent" Contract is a Contract that is ongoing or completed less than 3 years prior to the issuance of this RFP. Contracts completed more than 3 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A "relevant" Contract depends on the size, content, and/or complexity of the Contract with respect to this acquisition.

For a prime Contractor's Contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least **\$3M.**

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of **10% of the total proposed Core Contract value or 10% of the total value of any proposed RTO.** *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

For a significant subcontractor's Contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least 10% of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the Contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance. The Government may consider past quantities and periods of performance in evaluating overall relevance.

The performance evaluation will be based primarily on customer satisfaction and/or Contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include Contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other Contract requirements.

The Government may review and consider past performance information on other Contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These Contracts (if any) must meet the above "recent" and minimum average annual cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime Contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime Contractor and/or significant subcontractor(s). The Government will take into

SECTION M – EVALUATION FACTORS FOR AWARD

consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for Contract performance such that the parent or affiliate will have meaningful involvement in Contract performance. These Contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

An offeror shall not be rated favorably or unfavorably if the offeror does not have a record of “recent” and “relevant” past performance or if a record of past performance is unavailable. In such cases the offeror will receive a “Neutral” rating. However, an offeror with favorable, recent, and relevant past performance that meets the minimum average annual cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an offeror’s explanation of any problems encountered on any identified Contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an offeror’s Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

Past Performance Ratings – The level of confidence ratings set forth below will be used to evaluate the Past Performance factor for each offeror. Each of the adjective ratings below has a “performance” component and a “relevance” component as discussed above. As used in the ratings below, the term “pertinent” is equivalent to the term “relevant.” The following adjectival rating guidelines will be used when subjectively assessing both components.

Very High Level of Confidence

The Offeror’s relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror’s performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

High Level of Confidence

The Offeror’s relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to Contract requirements with Contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

Moderate Level of Confidence

The Offeror’s relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to Contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

Low Level of Confidence

The Offeror’s relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror’s performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror’s existing processes may be necessary in order to achieve Contract requirements.

Very Low Level of Confidence

The Offeror’s relevant past performance does not meet minimum acceptable standards in one or more areas;

SECTION M – EVALUATION FACTORS FOR AWARD

remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of provision)